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6 UNITED STATES DISTRICT COURT FOR THE  
7  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 San Francisco Division

10 GROUSE RIVER OUTFITTERS, LTD

,

11 Plaintiff,

12 vs.

13 NETSUITE, INC.,

14 Defendant.

**CASE NO. 16-CV-02954 LB**

**DECLARATION IN SUPPORT OF  
PLAINTIFF GROUSE RIVER'S MOTION  
TO COMPEL THE PRODUCTION  
OF DOCUMENTS**

**November 1, 2018**

**9:30 a.m.**

15  
16 Loren Kieve states as follows:

17 ***Perjury by a Material Witness***

18 1. Counsel for NetSuite, Inc. ("NetSuite" or "NS") also represent Karen Messick, a former  
19 NetSuite employee who was a key project manager on the Grouse River project. Grouse River  
20 asked to take Ms. Messick's deposition before August 16 because her (and NetSuite's) counsel  
21 advised Grouse River on August 10 that she was going to start a medical treatment then.

22 2. Her counsel finally agreed to allow her to be deposed for a very short videoconference  
23 deposition limited to two and half hours on August 15, 2018. Grouse River has reason to believe  
24 that Ms. Messick perjured herself in her August 15 testimony.

25 3. Ms. Messick testified that:

26 (a) In June 2016, following the filing of the complaint in this action, she did not receive a  
27 communication from NetSuite or one or more persons affiliated with NetSuite that included a  
28 copy of the complaint.

1 (b) At no time did she communicate with counsel for Grouse River about the complaint or  
2 this action.

3 (c) At no time did she send copies of documents to counsel for Grouse River.

4 (d) At no time did she tell counsel for Grouse River that the allegations of fraud in the  
5 complaint were true.

6 (e) At no time did she tell counsel for Grouse River that specific allegations in the  
7 complaint about NetSuite's fraudulent representations to Grouse River about key specific  
8 functionalities NetSuite's e-commerce and point of sale products could supply to Grouse River –  
9 such as NetSuite's representations that it had an omni-channel gift card solution, NetSuite could  
10 not provide it, and knew it could not provide it – were in fact true, and that NetSuite knew it could  
11 not provide these basic functionalities when it entered into a contract with Grouse River.

12 (f) At no time did Ms. Messick tell counsel for Grouse River that she questioned other  
13 NetSuite personnel about why they were making these false representations and they told her that  
14 they would try to find a work-around to deal with it.

15 See attached rough deposition transcript, **Exh. 1**, at 16-17, 18-19, 20-23, 26-27, 30, 119-20.

16 4. Her counsel, who is also counsel for NetSuite, directed her not to answer any more  
17 questions to probe her testimony, precluding making a fuller record. *Id.*

18 Grouse River has evidence that each of these material statements violated 18 U.S. Code §  
19 1623(a) (False declarations before grand jury or court):

20 Whoever under oath (or in any declaration, certificate, verification,  
21 or statement under penalty of perjury as permitted under section 1746 of title 28, United  
22 States Code) in any proceeding before or ancillary to any court or grand jury of the United  
23 States knowingly makes any false material declaration or makes or uses any other  
information, including any book, paper, document, record, recording, or other material,  
knowing the same to contain any false material declaration, shall be fined under this title or  
imprisoned not more than five years, or both.

24 See *United States v. Kross*, 14 F.3d 751 (2d Cir. 1993) (affirming conviction for perjury for  
25 providing false statements during a civil deposition); see also 18 U.S. Code § 1503(a) ("Whoever .  
26 . . corruptly . . . obstructs, or impedes, or endeavors to influence, obstruct, or impede, the due  
27 administration of justice"); *Roberts v. United States*, 239 F.2d 467 (9th Cir. 1956) (perjury and  
28

1 obstruction of justice in a civil action); *United States v. Lundwall*, 1 F. Supp. 2d 249, 253  
2 (S.D.N.Y. 1998) (“§ 1503 has been repeatedly applied in a wide variety of civil matters”).

3 5. Attached as **Exh. 2** is a copy of the e-mail, along with attachments, Ms. Messick sent to  
4 Grouse River’s counsel on June 13, 2016 confirming (a) that she provided information and  
5 documents to Grouse River’s counsel and (b) her desire to “provide some information to you, but  
6 only if I can do so legally.”

7 6. Attached as **Exh. 3** are the notes of her conversation with Grouse River’s counsel that  
8 directly contradict her testimony. Had her counsel not objected and precluded any further  
9 questioning on this topic, Grouse River would have developed a fuller record.

10 7. Ms. Messick testified in her August 15 deposition that the first time she received a copy of  
11 the complaint was when she received it from Paul Byrne, NetSuite’s current counsel. **Exh. 1** at 20.  
12 He did not become counsel in this action until May 3, 2017, see ECF Doc. 66, almost a year after  
13 Ms. Messick told Grouse River’s counsel that she had received a copy of the original complaint in  
14 June 2016 from NetSuite. Her testimony on this issue is therefore also perjured.

15 8. Grouse River has served another subpoena on Ms. Messick’s counsel – also counsel for  
16 NetSuite – to (a) produce for forensic inspection her computers, cellphones or other devices to  
17 determine whether she has relevant communications or may have attempted to delete or erase  
18 them and (b) produce her telephone bills for the relevant June 3 to 16, 2016 period. See **Exh. 4**.

19 9. Ms. Messick has served an objection to this subpoena, refusing to produce any documents.  
20 See **Exh. 6**. She has not, however, served a privilege log.

21 10. Grouse River requests that the Court compel full and complete responses by Ms. Messick  
22 to the previous subpoena duces tecum, **Exh. 5**, to which neither she nor her counsel objected.

23 11. Grouse River has also served a document request on NetSuite to produce all relevant  
24 communications with Ms. Messick or other former employees immediately following the filing of  
25 the complaint, **Exh. 7**. NetSuite has objected and refused to produce anything. See **Exh. 8**. It has  
26 not supplied a privilege log.

1           ***Ms. Messick's Deposition and Recently Produced E-mails Confirm NetSuite's Fraud.***

2           12. The exhibits to Ms. Messick's deposition – coming from NetSuite's files and largely  
3 authored or adopted by her – paint a picture of knowing fraud at every turn, and a culture of lies,  
4 deceit and calumny – not to mention gross neglect of the most basic customer care – across the  
5 entire company. The relevant e-mail exhibits are attached for the Court's convenience under their  
6 same deposition exhibit numbers. Just addressing the more salient Messick e-mails:

7                           ***Credit Cards***

8           13. Credit cards are a standard mechanism of payment today. Some countries have essentially  
9 abandoned hard currency and use only electronic payment transfers, *i.e.*, credit or debit cards.  
10 Credit card processing is the most basic functionality for any company's Point of Sale ("POS")  
11 system, its store registers, as well as its e-commerce web-based payment system.

12           14. By way of reference, the Grouse River contract was signed on March 29, 2014. On May  
13 1, 2014, NetSuite provided Grouse River with a project schedule and a promised "Go Live" date  
14 of September 12, 2014. The Messick e-mail chains demonstrate that at no point in the parties'  
15 discussions leading to the contract or in the contract itself did NetSuite have the most basic  
16 capabilities it told Grouse River it had and could supply to Grouse River.

17           15. **Messick Dep. Exh. 20** is, in a word, astounding. The e-mail is dated October 16, 2014 –  
18 over a month after the promised initial "Go Live" date and six months after the contract was  
19 signed. The subject line of this e-mail reads: "URGENT: New Case #2041140: 'Defect: Cannot  
20 configure MPS EMV due to missing columns in the RA\_MPS database table.'" Ms. Messick  
21 testified that "MPS EMV" refers to the electronic chip that is found on almost all credit cards  
22 today, and was (and still is) required on all credit cards issued in Canada from the first time that  
23 Grouse River and NetSuite spoke. The e-mail chain begins with a report for two customers,  
24 Grouse River and Kit & Ace.

25           Ms. Messick writes at 5 pm that "These 2 customers both need to go live in 2 weeks so this  
26 needs resolution asap."

27           Nikolay Komissarenko writes back at 8:47 pm:  
28



*This is a known gap, this functionality is not supported by the system and there is Enhancement approved for next release. It's not something that can be "fixed", it requires development and QA verification. You need to work with PMs to make it prioritized, unless it's done this feature will be delivered in next release only.*

In other words, NetSuite had nothing in its “system” to provide this key functionality. Ms. Messick stated this expressly when she writes back at 8:49:

*Ok, so in other words, we have no way to integrate credit cards in Canada for our customers? If this is the case, why was PS not aware of this*

In response to Ms. Messick’s e-mail confirming that NS had no way to provide a fully-integrated POS and ERP system that could integrate credit cards in Canada for its customers,” Nikolay Komissarenko writes back at 9:43 pm:

Karen,  
*We have discovered that EMV support is not part of the Golden Image and is not even in Git* .. Looks like this functionality was developed by George Hanson and was not added to the source repository.  
 We have found deployment scripts for this so we will attach them to the issue and you will be able to proceed. But we can't guarantee if anything else is missed as this functionality is not owned by Dev/QA team at the moment. We will make code review and make sure it's part of our code repository.  
 Regards,  
 Nik

Ms. Messick testified that the “Golden Image” is the basic template for the NetSuite system. She writes back:

Thanks so much, Nik.

*This is key functionality and could be a deal-breaker for some customers*, so it's important that the entire PS and Sales teams are aware of this if we cannot get it working.

### ***Omni-Channel Customer Loyalty Program***

16. Ms. Messick testified that NetSuite promised Grouse River it could deliver an omni-channel customer loyalty program. At the time, NetSuite had no such program. **Messick Exh. 28** is an e-mail chain ending on August 4, 2014. It begins on July 23, 2014 and speaks for itself:

Hi Eduardo,  
 I am forwarding this message to you since Santiago is out of the office. See below.  
 For background, we have been working on an omni-channel customer loyalty program offering. The POS sends in orders to NetSuite in the form of Invoices, not Sales Orders like a website. We need to test the SuiteLoyalty bundle to see if we can generate loyalty

1 points from the Invoice instead of the incoming Sales Order. If that works, Santiago was  
 2 going to update the bundle so we have a true omni-channel loyalty program. ***We sold this  
 as though it already works to Grouse River and were going to use Grouse River to test.***  
***Thanks for your help,***

3 Jodie  
 4 Jodie Barr

5 On July 24, Jodie Barr writes:

6 Hello Grouse River Team,  
 7 Please find the attached document on the omni-channel loyalty/rewards program. ***Grouse  
 River will be the first customer to use this omni-channel program and it will be  
 8 important to test it thoroughly prior to go-live.*** As this is the first version of this  
 9 document, any feedback you have either now or after implementation and testing will be  
 greatly appreciated. Following the successful test and implementation, I will release the  
 document to the rest of the company. ***Note that this is an internal document only.***  
 Please let me know if you have questions or need additional information.  
 Thanks, Jodie

10 This was just one of a host of basic functionalities NetSuite fraudulently “sold to Grouse  
 11 River as though it already works.”

### 12 ***Omni-Channel Gift Cards***

13 17. Ms. Messick testified that NetSuite promised Grouse River it could supply a working  
 14 system that could integrate the Point of Sale (“POS”) and Enterprise Resource Planning” ( ERP”)  
 15 programs to provide Grouse River with a fully-functioning POS and online gift card system that  
 16 allowed Grouse River to issue and redeem gift cards across all its channels of commerce. It could  
 17 not do so, and never did so. Her testimony and e-mail chain confirm that NetSuite knew it did not  
 18 have a functioning system to begin with. Just three of the recently-produced e-mails (all sent and  
 19 dated after the initially promised “Go Live” date) illustrate this:

20 **Messick Exh. 25** (November 10, 2014):

21 Grouse River & Kit and Ace – defect 314297 – ***gift cards w/auth code functionality  
 22 doesn’t work in current release (this is held up because Dev environment needs to be  
 updated by Ops)***

23 ...

24 So Kit and Ace did not go live this weekend?

25 ...

26 Yes, they did go live, but they can't utilize gift cards at all until this is fixed.

27 **Messick Exh. 26** (October 27, 2014):

1 Abi,

2 I will tell you that there is an issue with the "auth code on card" option at the moment. We  
3 have a case filed for our dev/qa team to look at it for resolution. I would suggest you wait  
4 to switch until that is fixed because *the function for it is not working at all, as far as I'm  
5 aware.*

6 And he responds:

7 Hi Karen

8 Thanks for the update but this poses a serious problem for us as up until now we did not  
9 realise there was an issue with the Auth. Code on the card.

10 *Is this a new issue/bug or has it never worked?* As you are aware, we are scheduled to go  
11 live w/c 10th of November and following our recent conversations *we opted for this option  
12 as it was the only option not requiring further development (we have had to modify our  
13 business process to avoid development).* Any insight from the product team as to when  
14 this will be resolved?

15 Kind regards,  
16 Abi

17 And Ms. Messick responds in turn, confirming that "it has never worked": "The same issue  
18 with gift cards that is happening for Grouse River and Kit & Ace is now going to affect Orlebar  
19 Brown."

20 **Messick Exh. 27** (November 27, 2014). The subject line on this e-mail chain reads:"RE: S2 -  
21 Issue 314297: NSPOS > Cannot issue Gift Cards> SCCS.IssueGiftCard results in empty error  
22 message and no card is issued."

23 It starts with the following message from Graham O'Daniel:

24 Business Impact: Customer has ordered cards with online auth codes in the track data.  
25 They cannot issue these cards until the defect is resolved. *Feature sold to the customer is  
26 not working.*

27 There is then a long series of e-mail exchanges with people trying to figure out what to do, and  
28 passing the defect problem back and forth between various NetSuite functions. Ms. Messick then  
states: "This issue will effect [sic] every customer on 11.1 or higher. Kit and Ace & Grouse are  
just three immediate needs."

### 29 ***POS Stability and Synch Issues with ERP***

30 18. When NetSuite sold its system to Grouse River, it necessarily represented that its Point of  
31 Sale ("POS") system was stable and would synch with its Enterprise Resource Planning" or  
32 "ERP" system. This too was knowingly false, as the following exhibits confirm.

33 **Messick Exh. 21:**

1 This is an e-mail from Ms. Messick dated September 25, 2014. It is entitled “Grouse River  
 2 downsync fails on items and process log.” Graham O’Daniel writes that NetSuite does not care  
 3 about solving the problem: “We need to stop trying to solve errors. If it’s an error we need to hand  
 4 it off and move on. Sorry to be so blunt but it has to be this way.” Ms. Messick echoes his attitude  
 5 but acknowledges its impact on Grouse River: “Unfortunately, this is going to seriously delay the  
 6 project. Not our issue, you’re right.”

7 **Messick Exh. 22:**

8 This is an e-mail from Ms. Messick dated October 7, 2014. It is entitled “RE: Grouse River  
 9 S3 - Issue 310555: 3558148 Grouse River Outfitters, Ltd.> NSPOS > Downsync fails on item  
 10 step.” In an earlier e-mail in the chain, Leigh Vangel writes on September 25, 2014 (10:01 PM) –  
 11 in reference to another customer (TC OPS) – “Implementation is on hold because of this  
 12 issue...TC Ops LLC is one of our largest POS customers and have been delayed due to  
 13 downsynch failure.” TC Ops sued NetSuite for this fraud, among others, in this Court. See ECF  
 14 Doc. 84 (related case order).

15 Ms. Messick writes on September 26, 2014 (1:38 PM) “We end up needing dev/qa to have  
 16 access to almost all implementation servers so they can investigate software defects.”

17 Ryan Murphy writes on September 30, 2014 (2:03 PM) “how do we address the fact that  
 18 dev needs access to almost all of our implementations prior to go live *due to product stability*  
 19 *issues? We have another customer – Grouse River, issue 31055, where they plan to go live in*  
 20 *two weeks and we can’t even get their server working. And, it’s a leading omni-channel Retail*  
 21 *customer.*”

22 This becomes urgent. Ryan Murphy writes on October 1, 2014 (5:46 AM) “I need to know  
 23 how we’re going to resolve Grouse River – and getting this issue fixed/researched by  
 24 Dev/QA. I’m on escalation emails with them daily on this issue and I don’t know what to tell  
 25 them other than ‘sorry’.”

26 Alex Setiadi confirms that this is a “root problem” on October 3, 2014 (2:39 PM): “Giving  
 27 DEV/QA access to a server during implementation phase is a bad practice. Please show your  
 28

1 progress on solution towards the root problem. It is unbelievable to think that Retail Anywhere  
2 need to troubleshoot on implementation phase.”

3 Ms. Messick expresses her frustration that the NetSuite POS system has never been  
4 “stable” in her e-mail of October 4, 2014 (1:00AM): “I look forward to the time when we have a  
5 product that is stable and doesn’t require development to intervene during initial server staging  
6 and download from NS ERP.”

7 In light of Ms. Messick’s own repeated statements that NetSuite defrauded Grouse River at  
8 virtually every turn, and her frustrations about it, it is not surprising that she called Grouse River’s  
9 counsel when she read the complaint in June 2016 to confirm its allegations of fraud. See **Exh. 3.**

10 ***NetSuite Project Managers’ E-mails Show Knowing Fraud***

11 19. Subu Ganesan (now an ex-employee) and David Mason-Jocksch (still employed by  
12 NetSuite) were two key managers on the Grouse River project.

13 20. **Exhibit 45** to the recent deposition of Dinesh Chaurasia, another former employee who  
14 worked on the project, is an e-mail exchange in December 2015 when Grouse River was begging  
15 NetSuite for help to solve the continuing disaster it had caused. The participants were discussing  
16 “how the hell does something like this wind up happening?”

17 Mr. Ganesan responds:

18 I wasn’t in NetSuite when this started happening but reasons include

- 19 • Selling products that should not be sold
- 20 • No integration between the products and no processes to ensure that we will make gaps  
21 work
- 22 • Promising a 4 month omni-channel impl[ementaton]. The client said it’s not possible,  
23 but it seems sales said [the rest seems to be missing]
- 24 • Job released to [Performance Services] with a PS Active date in the past.

25 **Exhibit 44** to the Chaurasia deposition has the following statements – admissions of fraud  
26 on so many levels on NetSuite’s part (the black text are Subu Ganesan’s questions and the **red**  
27 **text** are NetSuite Project Manager David Mason-Jocksch’s responses):

- 28 • For the go/no-go were the following considered

Number of test cases executed, **No**  
 number of test cases passed/failed, **No**  
 number of open issues etc. **No**

• **What you shouldn't lose sight of that during that last 2+ months prior to go live they couldn't do ANY testing on POS [the Point of Sale system], as that was still being worked on by Dev., QA, and eventually NS Security stopped us. Joe (and team) had only a few (4-5 at most) days to install, configure & test their hardware, processes, etc. In fact if I remember correctly, they were STILL working on many of the issues for days after the go-live of 3/23.**

• Glenn [Fallis, Grouse River's CEO] mentioned that NS overpromised and there was no coordination between NS teams.

o **A point mentioned many times by Glenn, and in fairness other than me as PM, no-one in the other 3 teams (ERP, SCA or POS) really considered anything outside their silos. A complaint made MANY times to Nan and Satish.**

o **Sometimes problems in non-communication/mis-communication came out 'by accident' or by Kevin trying to do something in POS that was prevented by a setting say in ERP.**

o **In our joint ERP/POS/SCA meetings any issues weren't brought up for open discussion, because no-one in their Silo knew (or even thought) that what they'd discussed and agreed within their own area had any impact of other applications.**

o **We also had Pacejet and Oz Development, who were either slow in their responses, and again may have made suggestions on configuration without any knowledge / consideration for the other applications. We escalated their tardiness MANY times from Account management to get the partner back involved. GRO went live with some major problems on freight charges / handling still an issue between SCA and Pacejet. Each side (GRO, NS SCA & PJ) all claiming that the problem lay elsewhere.**

• What's your take on this and what were the potential go-live dates discussed and why were they pushed?

1       o Project was a nightmare from start to finish.

2       ...

3       o Sales really screwed us all, when they sold POS for firearms to have serial #  
 4       controls when POS does NOT have that capability. [Emphasis added] We should  
 5       have all walked away at that point. Ryan [Murphy, NetSuite's senior Practice  
 6       Director-Retail] said so at the time. The whole debacle between Sales, PS, TS again  
 7       took weeks, if not a couple of months to resolve. The plan was that the Change Order  
 8       would be signed off as a CAR, which after 3 weeks going around senior NS  
 9       Management for signature (from memory it needed 11 signatures) it was stopped by 1  
 10      or 2 folks refusing to sign, It then came back to PS to do it all as a project overage.  
 11      That must have cost us a couple of months.

12      o The very fact that we couldn't deliver on:

- 13           • POS due to installation problems
- 14           • # POS / ERP Serial # functionality (this was only finally tested a couple of
- 15           days prior to go-live)
- 16           • # POS Hardware couldn't be configured / tested due to the NS Security
- 17           lockdown from November through to early March.

18      • What were the challenges from a NS delivery standpoint for all products ERP, POS and  
 19      SCA?

20      o The product was perceived by the Customer as 'best in class' omni-channel  
 21      product, and It was FAR from it.

22      o They found MANY areas of incompatibility between 2 or more of the products,  
 23      such as Gift Certs/cards, Serial # functionality

24      o At one time Glenn even said that the product that they were replacing was better in  
 25      MANY ways than NSPOS or SCA that they were installing. (Didn't have the same  
 26      complaint(I believe) for ERP.)

27      o The fact that POS had not been installed within Canada also posed many issues  
 28      surrounding Credit Cards, Legislation, Taxation etc.



o Our biggest problem, was a grade of consultants (Diane who left immediately after BPM, Melissa who in my opinion is the worst NS Retail consultant that we have, Paul who was a contractor, who Ryan later admitted had caused similar problems on other projects) who were NOT up to the task of implementing the product. Couple that with Joe's laid back attitude, and the SCA team changing personnel a number of times during the project. We didn't do ourselves any favors.

o Sales sold a 3 month license to a NS ERP Sandbox. This expired before we could even start it. Also, it excluded POS and SCA so in reality it was useless to us anyway.

o Configuration was started 7/9 where only the first draft (of eventually 4) BRD's were submitted.

- Were there the challenges from a TS delivery standpoint. Specifically were there delays in delivery of in Script #2 (PO Order qty validation) and Script #3 (Special Pricing).

o I really don't know where I start with these folks.

o They had initially 3 scripts identified within the SOW.

o There were a number of additional items that came out the BRD Gap analysis.

I would like to review the communication between NS and Grouse River regarding the challenges faced on the project. I expect the risks and issues to be in the status report.&nbsp; Emails are fine too. Please have whatever you have for the call. I am setting up the call for tomorrow. If you need more time, pls let me know.

...

o The BRD was issued to them 6/15/2014 and it took until 9/12/2014 to get it signed off. Their initial go-live date discussed was circa September 2014 prior to Q4, their important run-up to the Thanksgiving season.

o We should NEVER have started configuration, but because of the Sales Serial # "contractual issue", was given NO choice but to go ahead.

*[Grouse River has not taken Mr. Mason-Jocksch's deposition, but, on its face, this would appear to confirm, along with the other scathing admissions above, that NetSuite's Sales group contracted with Grouse River to provide Serial # tracking and*



*record-keeping capabilities when it knew NetSuite did not have them – and the NetSuite “Professional Services” implementation people were then forced by NetSuite’s senior executives – given “NO choice” –to try to rectify a fundamental problem they also knew they could not solve.]*

**o Quite frankly I intend to waste no more of my time on this dead end project.**

**o I was given the poison chalice of GRO with its first Canadian Omni-Channel deal, with a third rate ERP consultancy team, with a customer that was ‘promised’ so much, and then left to fight my own battles.**

**o I have a lot to say about the support (or should say lack of it) that I received as I was passed from one NS PS Manager to another, but I’m not putting that into writing ...!**

**When you took this Customer on a couple of months ago, I took a deliberate 2 paces backwards, as I’m sick to the death of it all. The politics stink.**

**I’ve spent 90 minutes on this, and that’s 90 minutes that I’ll never get back.**

**I hope you don’t need me any further, but understand if you do.**

21. In his e-mail response, Mr. Ganesan pointed out that NetSuite knew it was making false promises to Grouse River: “Omni channel and some other new functionalities are uncharted territories for many companies including NS. So there are bound to be challenges and it is going to require quite a bit of experienced resources to coordinate and execute (assuming we have a reasonably stable product).” As Messick’s e-mail above admits, it did not have anything approaching a “stable product.”

***Failure to Provide a Privilege Log and Crime/Fraud/Tort Exception.***

22. NetSuite has not produced a privilege log in this case. Grouse River served document requests and interrogatories on NetSuite on December 12, 2016, **Exh. 9**, December 27, 2016, **Exh. 10**, and January 5, 2017, **Exh. 11**. Although NetSuite interposed boilerplate objections, see **Exhs. 12, 13, 14**, it has never served a privilege log on Grouse River.

23. As also noted above, given (a) Ms. Messick’s apparent perjury and (b) her failure to object to the July 17, 2018 subpoena duces tecum (attached as **Exh. 5**) calling for all her relevant

1 communications, she and NetSuite should be ordered to produce all communications between  
2 NetSuite and its counsel, on the one hand, and Ms. Messick and her counsel, on the other – both  
3 on the ground of waiver of any claim of privilege and on the ground of the crime/fraud/tort  
4 exception to the attorney-client privilege.

5 24. At the end of December 2015, when Grouse River was still experiencing severe operating  
6 problems, going directly to its bottom line, as a result of NetSuite’s defective “solution,” Grouse  
7 River asked NetSuite to allow it to renew its licensing agreement at a discount to account for  
8 NetSuite’s disastrous impact on the company. NetSuite refused, and told Grouse River that it  
9 would cut off its entire internet portal and access unless Grouse River paid the demanded fees. In-  
10 house counsel for NetSuite was an integral part of this extortion. See **Exh. 15**.

11 I declare under penalty of perjury that the foregoing is true and correct.

12 Executed on September 21, 2018

/s/ Loren Kieve

13 Loren Kieve  
14  
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21  
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23  
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27  
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## Exhibit 1

1 KAREN F. MESSICK

2 VOLUME: I

PAGES: 1 - 143

3 EXHIBITS: See Index

4 UNITED STATES DISTRICT COURT  
5 NORTHERN DISTRICT OF CALIFORNIA

6 San Francisco Division

7 - - - - - x

8 GROUSE RIVER OUTFITTERS, LTD,  
2600 Enterprise Way  
9 Kelowna, BC, V1X7YS  
Plaintiff

10 vs.

11 NETSUITE,  
12 2955 Campus Drive, Suite 00  
San Mataeo, California 94403  
13 Defendant

14 - - - - - x

15 ROUGH UNEDITED DRAFT

16  
17 AUDIOVISUAL TELECONFERENCE DEPOSITION OF  
KAREN F. MESSICK, a witness called on behalf of the  
18 Plaintiff, taken pursuant to notice before Robert  
M. Bramanti, Certified Shorthand Reporter,  
19 Registered Merit Reporter and Notary Public in and  
for the Commonwealth of Massachusetts, at the  
20 offices of Regus, 8 Faneuil Hall Marketplace,  
21 Boston, Massachusetts, on Wednesday, August 15,  
22 2018, commencing at 1:02 p.m.

## Rough Transcript

<p style="text-align: right;">Page 2</p> <p>1 KAREN F. MESSICK</p> <p>2</p> <p>3</p> <p>4 APPEARANCES:</p> <p>5 Loren Kieve, Esq. Kieve Law Offices 2655 Steiner Street San Francisco, California 94115-1141 415.364.0600/lk@kivelaw.com 6 Attorney for the Plaintiff 7 Present via teleconference</p> <p>8</p> <p>9 Scott D. Gattey, Esq. Gattey Law Office 1001 Laurel Street, Suite C 10 San Carlos, California 94070 650.596.7123/scott@gatteylaw.com 11 Attorney for the Defendant</p> <p>12</p> <p>13 THE VIDEO OPERATOR: Crystal Strawbridge</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: center;">ROUGH UNEDITED DRAFT</p>	<p style="text-align: right;">Page 3</p> <p>1 KAREN F. MESSICK</p> <p>2 I N D E X</p> <p>3 Deposition of: Page</p> <p>4 KAREN F. MESSICK</p> <p>5 Examination by Mr. Kieve 7</p> <p>6 Examination by Mr. Gattey 128</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11 -----</p> <p>12</p> <p>13</p> <p>14</p> <p>15 E X H I B I T S</p> <p>16 No. Page</p> <p>17 15 Description no.</p> <p>18 16</p> <p>19 18</p> <p>20 19</p> <p>21 20</p> <p>22 21</p> <p>23 22</p> <p>24 23</p> <p>25 24</p> <p style="text-align: center;">ROUGH UNEDITED DRAFT</p>
<p style="text-align: right;">Page 4</p> <p>1 KAREN F. MESSICK</p> <p>2 EXHIBITS(Continued)</p> <p>3 No. Page</p> <p>4 25</p> <p>5 26</p> <p>6 27</p> <p>7 28</p> <p>8 29</p> <p>9 31</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: center;">ROUGH UNEDITED DRAFT</p>	<p style="text-align: right;">Page 5</p> <p>1 KAREN F. MESSICK</p> <p>2 P R O C E E D I N G S</p> <p>3</p> <p>4</p> <p>5 THE VIDEO OPERATOR: This is the</p> <p>6 start of tape labeled No. 1 of the videotaped</p> <p>7 deposition of Karen Messick in the matter of Grouse</p> <p>8 River Outfitters, LTD, v NetSuite, Inc., in the</p> <p>9 United States District Court for the Northern</p> <p>10 District of California, civil action No.</p> <p>11 16-CV-02954-LV.</p> <p>12 The deposition is being held at 8</p> <p>13 Faneuil Hall Marketplace, Boston, Massachusetts, on</p> <p>14 August 14, 2018, at approximately 1:02 p.m.</p> <p>15 My name is Crystal Sturbridge for TSG</p> <p>16 Reporting, Inc., and I'm the video legal</p> <p>17 specialist.</p> <p>18 The court reporter is Robert Bramanti</p> <p>19 in association of TSG Reporting.</p> <p>20 Will counsel please introduce</p> <p>21 yourselves.</p> <p>22 MR. KIEVE: Yes. My name is Loren</p> <p>23 Kieve and I represent the plaintiff, Grouse River</p> <p>24 Outfitters, Limited.</p> <p>25 MR. GATTEY: Scott Gattey, present</p> <p style="text-align: center;">ROUGH UNEDITED DRAFT</p>

1 KAREN F. MESSICK  
2 here in Boston on behalf of defendant NetSuite and  
3 Oracle.

4 Loren, before we start, can I have  
5 the check, please.

6 MR. KIEVE: I already delivered it to  
7 you. Remember?

8 MR. GATTEY: No. You sent an email.  
9 We need the witness fee.

10 MR. KIEVE: Do you remember we had a  
11 meeting in San Francisco and I delivered the check  
12 to you? I actually gave two checks. One was for a  
13 deposition subpoena and the other was for a  
14 subpoena duces tecum.

15 MR. GATTEY: Okay. I will accept  
16 your representation.

17 THE VIDEO OPERATOR: Will the court  
18 reporter --

19 MR. KIEVE: Nicole probably has them.  
20 Would you swear the witness, please.

21 THE VIDEO OPERATOR: I would like to  
22 make a correction. Today's date is August 15th,  
23 not the 14th, 2008.

24 MR. KIEVE: Thank you.

25 THE VIDEO OPERATOR: Will the court  
ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
2 reporter please swear in the witness.

4  
5 KAREN F. MESSICK, a witness called for  
6 examination by counsel for the Plaintiff, having  
7 been first satisfactorily identified by her  
8 Massachusetts driver's license, was duly sworn, was  
9 examined, and testified as follows:

11 THE COURT REPORTER: Sir, please keep  
12 your voice up on the phone. Thank you.

13 MR. KIEVE: I will, and you let me  
14 know if I'm not loud enough and I'll raise it some  
15 more.

16 THE COURT REPORTER: Thank you.

17 MR. KIEVE: Fair enough.

18 THE COURT REPORTER: Thank you.

19  
20 Examination by Mr. Kieve:

21 Q. My name is Loren Kieve. We have never met  
22 before, have we?

23 A. No.

24 Q. For the record, would you please state  
25 your name.

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1 KAREN F. MESSICK

2 A. Karen Messick.

3 Q. Where do you live?

4 A. 556, apartment 5, Malden, Massachusetts,  
5 02148.

6 Q. I apologize. Repeat that please just the  
7 last part.

8 MR. KIEVE: Excuse me, Loren. You  
9 are very -- it's not a clear voice that we are  
10 getting. It's very muddled. Can you please do  
11 something to address that. I don't know what  
12 alternative technology you may have considered, but  
13 this isn't working.

14 Q. Can you hear me now?

15 A. Sort of.

16 MR. GATTEY: Is there some sort --  
17 has this been tested with some sort of phone system  
18 that is a little bit better than this thing sitting  
19 on the table? We are having a hard time hearing  
20 you.

21 MR. KIEVE: Let me try something  
22 else. Give me one second.

23 MR. GATTEY: Sure.

24 MR. KIEVE: Can you hear me now?

25 MR. GATTEY: Yes.

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1 KAREN F. MESSICK

2 MR. KIEVE: Does that work?

3 MR. GATTEY: That's better, but we  
4 need louder if possible.

5 MR. KIEVE: Okay.

6 Q. (By Mr. Kieve) Okay. Ms. Messick, are you  
7 employed?

8 THE VIDEO OPERATOR: I can't hear.

9 MR. GATTEY: We can't hear you,  
10 Loren. Why don't you call whoever your technology  
11 person that's handling this video -- this is  
12 exactly why we have a problem with this -- please  
13 get whoever is in charge of the phone, videography  
14 thing in here to figure this out. We are unable to  
15 hear you.

16 Let the record reflect it's 1:08 and  
17 we are unable to communicate with Mr. Kieve at this  
18 time.

19 MR. KIEVE: For some reason it's a  
20 very fuzzy sound.

21 (Discussion off the record.)

22 MR. KIEVE: Can you hear me now?

23 MR. GATTEY: Yes.

24 MR. KIEVE: Is that better?

25 MR. GATTEY: It is.

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 MR. KIEVE: I don't know what  
 3 happened, but let's go.  
 4 Q. (By Mr. Kieve) Ms. Messick, I apologize  
 5 for this technical problem. Can you tell me are  
 6 you employed?  
 7 A. Today, no.  
 8 Q. Were you formerly employed by anybody?  
 9 A. Several companies.  
 10 Q. What was your last employment?  
 11 A. Encore Boston Harbor, contracted through a  
 12 company called Tree House Technology Group.  
 13 Q. What did you do for that company?  
 14 A. I was a project manager.  
 15 Q. What field?  
 16 MR. GATTEY: Objection. Vague. If  
 17 you understand.  
 18 A. Hospitality IT.  
 19 Q. What is hospitality IT?  
 20 A. The hospitality industry in Internet  
 21 technology.  
 22 Q. Okay. Were you formerly employed by a  
 23 company by the name of NetSuite?  
 24 A. Yes, I was.  
 25 Q. During what period of time?

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1 KAREN F. MESSICK  
 2 A. February or March of 2013 until 2015, like  
 3 July, maybe, 2015.  
 4 Q. Okay. What did you do at NetSuite?  
 5 A. I was a project manager.  
 6 Q. What does a project manager do at  
 7 NetSuite?  
 8 MR. GATTEY: Objection. Vague.  
 9 Q. What did you do as a project manager?  
 10 A. I managed point-of-sale implementations.  
 11 Q. What are point-of-sale implementation?  
 12 A. Point of sale is the system that customers  
 13 use in brick and mortar retail stores to process  
 14 transactions.  
 15 Q. Okay. What does NetSuite sell?  
 16 MR. GATTEY: Objection. Vague. And  
 17 are you talking about today or when she was  
 18 employed there?  
 19 Q. At the time you were employed at NetSuite,  
 20 what did NetSuite sell?  
 21 A. They sold some different software  
 22 solutions.  
 23 Q. Did they sell a product called  
 24 SuiteCommerce?  
 25 A. Yes.

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1 KAREN F. MESSICK  
 2 Q. What does SuiteCommerce do?  
 3 MR. GATTEY: Objection. Vague.  
 4 A. I didn't work on SuiteCommerce, so I can't  
 5 give you any details on that.  
 6 Q. Okay. What did NetSuite do in terms of  
 7 point-of-sale systems for a customer?  
 8 MR. GATTEY: Objection. Vague.  
 9 Are you talking about a specific  
 10 customer or any customer?  
 11 Q. In general, as a point of sale project  
 12 manager, what was your job with respect to  
 13 customers.  
 14 A. To manage the implementation of the  
 15 software and hardware.  
 16 Q. Okay. For a point-of-sale software, what  
 17 point-of-sale software did you manage?  
 18 A. NetSuite point of sale.  
 19 Q. Okay. What about the hardware?  
 20 A. The hardware was procured through a third-  
 21 party vendor that we recommended.  
 22 Q. What hardware was that?  
 23 A. The terminals, credit card machines, any  
 24 kind of peripherals that might be involved.  
 25 Q. You would recommend to the customers what

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1 KAREN F. MESSICK  
 2 particular hardware that you purchased?  
 3 A. We had specifics that we would give them  
 4 documentation if there were minimum requirements  
 5 for the hardware, yes.  
 6 Q. Are you familiar with the term "enterprise  
 7 resource planning"?  
 8 A. Yes.  
 9 Q. What does that mean to you?  
 10 A. That's the software that NetSuite provides  
 11 for their customers.  
 12 Q. Does that relate to point-of-sale?  
 13 A. It integrates to the point of sale, yes.  
 14 Q. Okay. What is relationship between the  
 15 point-of-sale solution that NetSuite offers and the  
 16 enterprise resource plan that it offers?  
 17 MR. GATTEY: Loren, we are having  
 18 some problems with volume. So if you could work on  
 19 that maybe you could -- actually, I will ask the  
 20 court reporter to restate the question so that we  
 21 have in a volume that we can hear.  
 22 (Question read.)  
 23 A. They integrate to each other and send  
 24 information back and forth.  
 25 Q. Okay. Are you familiar with a company by

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1 KAREN F. MESSICK  
 2 the name Grouse River Outfitters, Limited?  
 3 A. I didn't.  
 4 Q. In your capacity as project manager at  
 5 NetSuite, did you have any involvement with Grouse  
 6 River?  
 7 A. Yes.  
 8 Q. What was that involvement?  
 9 A. I project managed their implementation of  
 10 the point-of-sale.  
 11 Q. Are you aware that NetSuite and Grouse  
 12 River entered into a contract on March 28, 2014?  
 13 A. Yes.  
 14 Q. How did you come to learn that?  
 15 A. I was assigned the project by my manager.  
 16 Q. You became, did you become familiar with  
 17 the contract in order to carry out your job?  
 18 A. Yes.  
 19 Q. Do you have an understanding of what  
 20 NetSuite contracted to do for Grouse River?  
 21 A. Yes.  
 22 Q. What was that?  
 23 MR. GATTEY: Objection. The  
 24 documents speaks for itself.  
 25 Are you talking about the contract?  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 MR. KIEVE: I asked her what is your  
 3 understanding of what NetSuite contracted to do for  
 4 Grouse River.  
 5 MR. GATTEY: Objection. The document  
 6 speaks for itself. You can answer to the extent  
 7 you know.  
 8 A. Yeah, the statement of work is what it is.  
 9 Whatever is on the document is my understanding of  
 10 what was contracted.  
 11 Q. Did you understand that NetSuite promised  
 12 Grouse River it would provide it with a  
 13 multichannel solution to meet Grouse River's  
 14 point-of-sale requirements?  
 15 MR. GATTEY: Objection. Assumes  
 16 facts not evidence. Objection. The documents  
 17 speaks for itself.  
 18 A. Could you repeat the question, please.  
 19 (Question read.)  
 20 MR. GATTEY: Same objection. The  
 21 document speaks for itself. The witness already  
 22 testified you'd have to look at the document.  
 23 Do you want to introduce the  
 24 document?  
 25 MR. KIEVE: I'm asking her for her  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 understanding.  
 3 MR. GATTEY: Okay. Kaaren, to the  
 4 extent you can answer without looking at the  
 5 document, go ahead.  
 6 A. My understanding is that they were  
 7 contracted for a solution that involved the  
 8 point-of-sale and the ERP and SuiteCommerce. To  
 9 what extent, I can't say until I see the document.  
 10 Q. Do you have a view based upon your time as  
 11 project manager for the Grouse River project  
 12 whether at the time NetSuite made a commitment to  
 13 provide a multichannel solution to meet Grouse  
 14 River's point-of-sale requirements NetSuite could  
 15 actually provide that solution?  
 16 MR. GATTEY: Objection. Assumes  
 17 facts not in evidence. The document speaks for  
 18 itself as to what was required to be provided.  
 19 Incomplete hypothetical.  
 20 Q. Do you understand question, Ms. Messick?  
 21 A. Could the question be read back to me  
 22 again, please.  
 23 MR. KIEVE: Of course.  
 24 (Question read.)  
 25 MR. GATTEY: Same objection. Assumes  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 facts not evidence.  
 3 Loren, you haven't established at all  
 4 that there was a commitment regarding Omni-Channel.  
 5 So you are asking her to talk about something that  
 6 we have no evidence of.  
 7 Why don't you introduce the document.  
 8 Q. Ms. Messick, do you understand the  
 9 question.  
 10 A. I do.  
 11 Q. Are you prepared to answer it?  
 12 A. I can give you my best answer, which is I  
 13 believe that they were prepared to deliver what  
 14 they promised in the document.  
 15 Q. Do you have an understanding that NetSuite  
 16 promised Grouse River it would provide Grouse River  
 17 with a fully integrated SuiteCommerce platform that  
 18 would meet Grouse River's enterprise resource  
 19 planning requirements?  
 20 MR. GATTEY: Objection. Assumes  
 21 facts not evidence. The documents speak for  
 22 itself.  
 23 A. My understanding is that NetSuite agreed  
 24 to provide the SuiteCommerce, which is what they  
 25 were doing in the project.  
 ROUGH UNEDITED DRAFT



KAREN F. MESSICK

Q. Okay. Do you have a view as to whether at the time NetSuite made this commitment to Grouse River, NetSuite could actually provide Grouse River with a fully integrated SuiteCommerce platform that would meet Grouse River's enterprise resource planning requirements?

MR. GATTEY: Same objection. Assumes facts not in evidence. There's no evidence whatsoever that any such commitment was made. If you want to ask her whether she knows about any commitments, feel free to go ahead and do it, but this is an incomplete hypothetical and she already testified you would have to look to the documents to see what NetSuite agreed to do.

I'm going to allow you a little bit more leeway, but then I'm going to instruct her not to answer because you're refusing to actually look at commitments or ask her whether she's aware of commitments, and she already testified they are in the contract.

Q. (By Mr. Kieve) Ms. Messick, do you understand the question?

A. I do.

Q. Are you prepared to answer it?

ROUGH UNEDITED DRAFT

KAREN F. MESSICK

A. I can answer to the best of my ability, which is my understanding is that NetSuite agreed to provide what's in the contract and in good faith they attempted to do that.

I left the company before the project was completed so I don't know where it went after that.

Q. Were you involved with the Grouse River project before it entered into a contract with NetSuite?

A. Not that I recall.

Q. Your involvement came after the contract was entered into?

A. Based on my recollection, yes.

MR. KIEVE: Okay. Would you please ask the witness to take a look and will you mark Exhibit 15.

(Exhibit No. 15 ID marked.)

Q. Ms. Messick, Exhibit 15 is a copy of the complaint for breach of contract and fraud filed in this case on June 2, 2016. Would you take a look at it, please.

A. Do you want me to look at the entire document?

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KAREN F. MESSICK

Q. No, just look at the cover. Do you have it in front of you?

A. I do.

Q. You've see a copy of this before, haven't you?

A. Yes.

Q. When was the first time you saw it?

A. I don't recall the date.

Q. Do you recall receiving it shortly after it was filed in June of 2016?

A. That's possible.

Q. How do you recall receiving it?

A. I believe I would have received it via email.

Q. From whom?

A. From Paul Byrne, I believe.

Q. From who?

A. Paul Byrne.

Q. He sent that to you? When do you think you saw it for the first time?

MR. GATTEY: I'm going to instruct the witness not to answer this question on the grounds that it relates to attorney-client privilege and attorney work product.

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KAREN F. MESSICK

MR. KIEVE: That's going to get very interesting very fast.

Q. Prior to the time that Mr. Byrne sent you a copy of the complaint, did someone from NetSuite send it to you?

A. I don't recall.

Q. You don't? Okay. Do you have a copy of this document on your laptop or in your computer?

A. I don't believe I do, no.

Q. You don't recall receiving it around June 10th or so of 2016 from somebody at NetSuite?

MR. GATTEY: Objection. Asked and answered. She already answered the question, Loren.

Q. Could you answer the question, please.

A. I don't recall.

Q. Do you recall having any conversation with anybody from NetSuite about the complaint sometime around June 2016?

A. It's possible.

Q. Do you have a recollection of having a discussion with somebody at NetSuite about the fact that Grouse River had sued NetSuite for breach of contract and fraud?

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KAREN F. MESSICK

A. I don't recall any specifics, no.

Q. So at the present time, you have no recollection whatsoever of having received this document in June of 2016; is that your testimony?

A. Correct. I don't remember anything from June of 2016 at this point in my life.

Q. At this point your testimony is you have no recollection whatsoever of any conversations or communications with anybody at NetSuite about the Grouse River complaint in June of 2016; is that correct?

MR. GATTEY: Objection. Asked and answered. You're badgering the witness. You have limited time. She's already answered the question. You want to spend your time going over things you already asked?

Q. Do you understand the question, Ms. Messick?

A. I do. Do you want to ask me one more time.

Q. You have no recollection of having any communication with or discussion with anybody from NetSuite about the Grouse River complaint in June of 2016?

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KAREN F. MESSICK

A. I don't recall any specific conversation I had with anybody from June of 2016.

Q. Thank you.

When you were employed at NetSuite, did you send and received instant messages about NetSuite's contract with Grouse River?

A. I'm sure I did.

Q. When you were employed at NetSuite, did NetSuite have a system that maintained and stored instant messages?

A. I'm sure they did.

Q. Would you expect that NetSuite would still have instant messages you sent and received about NetSuite's contract with Grouse River?

MR. GATTEY: Objection. Calls for speculation.

A. I assume so.

Q. Okay. While you were employed at NetSuite, did you post any notes of meetings or conversations about NetSuite's contract with Grouse River?

A. It's likely. I don't recall specifics.

Q. While you were employed at NetSuite, do you know whether other NetSuite employees posted

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KAREN F. MESSICK

any notes of meetings or conversations about NetSuite's contract with Grouse River?

MR. GATTEY: Objection. Vague. To the extent you understand what he means when you he is talking about posting things.

A. Yeah, what does that mean exactly?

Q. Did NetSuite have a system where if you had a meeting or a conversation, you would post it in a system that would record it and keep a record of it?

THE COURT REPORTER: I didn't hear the whole question.

Q. That would keep a record of the conversation or meeting?

A. Yes.

Q. Do you know whether NetSuite had a system to retain notes of meetings or conversations about NetSuite's contract with Grouse River?

MR. GATTEY: Objection. Calls for speculation.

A. I would assume they do.

Q. Okay. Have you taken a look at the document subpoena that asked if you have any specific documents?

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KAREN F. MESSICK

A. Yes.

Q. Do you have any documents responsive to that subpoena?

A. I do not.

Q. Do you recall a time around June 13, 2016, when you claim --

MR. GATTEY: Loren, your phone is breaking up. Can you please do something to address that. We can't hear you.

MR. KIEVE: Can you hear me now?

MR. GATTEY: Yeah.

Q. Do you recall a time around June 13, 2016 --

MR. GATTEY: Loren, you are cutting out. We can't hear you.

Q. Do you recall a time around June 13, 2016, when you called --

MR. GATTEY: Loren, if you can't figure out this phone situation, we are going to have to end the deposition. We can't hear you. You are cutting in and out.

MR. KIEVE: Let go get the other tech person. I will be right back.

MR. GATTEY: Let the record reflect

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1 KAREN F. MESSICK  
 2 it is 1:29 and we are experiencing technical  
 3 difficulties yet again.  
 4 MR. KIEVE: I'm talking on the phone  
 5 and they say it's cutting in and out.  
 6 (Discussion off the record.)  
 7 MR. KIEVE: Can you hear me now or  
 8 no?  
 9 THE WITNESS: Yes.  
 10 MR. KIEVE: I don't understand what  
 11 the heck is going on here.  
 12 MR. GATTEY: Well, this is why we  
 13 don't like video conference deposition and objected  
 14 that you're on vacation as opposed to coming here.  
 15 This is the second time that -- it's causing  
 16 problems. You need to get this figured out or the  
 17 deposition is going to be over. We will be seeking  
 18 our costs associated with having to travel here to  
 19 deal with this mess.  
 20 MR. KIEVE: Can you hear me now?  
 21 THE WITNESS: Yes.  
 22 MR. KIEVE: We will continue.  
 23 Q. (By Mr. Kieve) Do you recall a time  
 24 Ms. Messick around June 13, when you called me --  
 25 A. When I called what?  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 A. I do.  
 3 MR. GATTEY: Hello.  
 4 Q. Can you hear me?  
 5 A. Yes, I have it. Front of me.  
 6 Q. In your capacity as a NetSuite employee,  
 7 you were knowledgeable about the Grouse River  
 8 contract with NetSuite, correct?  
 9 A. Yes.  
 10 Q. In your capacity as NetSuite employee, you  
 11 were knowledgeable what NetSuite promised Grouse  
 12 River it would do in fulfilling this Grouse River  
 13 contract, correct?  
 14 MR. GATTEY: Objection. Vague.  
 15 Objection. She already testified that the contract  
 16 speaks for itself.  
 17 Your suggestion that there's other  
 18 commitments are made, you haven't laid a foundation  
 19 for and the document speaks for themselves. What's  
 20 your question?  
 21 Q. Do you understand the question?  
 22 MR. GATTEY: I believe it's compound,  
 23 as well. Why don't we ask the court reporter to  
 24 read back the question.  
 25 (Question read.)  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 Q. You telephoned me, do you recall that  
 3 conversation?  
 4 A. I don't, no.  
 5 Q. You don't recall the conversation you had  
 6 with me?  
 7 A. I do not.  
 8 Q. Do you recall telling me that the  
 9 allegations of fraud in the complaint were true,  
 10 that it had been sent to you by somebody at  
 11 NetSuite?  
 12 A. I don't recall that conversation.  
 13 Q. Do you recall giving me your phone number  
 14 (508)735-0091?  
 15 A. I don't recall the conversation.  
 16 Q. Is your telephone number (508)735-0091?  
 17 A. It is.  
 18 Q. Do you recall telling me on June 15th,  
 19 2016, that the allegations of breach of contract  
 20 and fraud by Grouse River against NetSuite were  
 21 true?  
 22 A. I don't recall the conversation.  
 23 Q. I'd like to hand you Exhibit 15, the  
 24 original complaint. You have it in front of you.  
 25 Do you see that?  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 Q.  
 3 (Question read as  
 4 "Q. In your capacity as NetSuite  
 5 employee, you were knowledgeable what NetSuite  
 6 promised Grouse River it would do in fulfilling  
 7 this Grouse River contract, correct?")  
 8 MR. GATTEY: Same objections.  
 9 A. My understanding is that NetSuite promised  
 10 to do what is in the contract.  
 11 Q. I would like you to read Exhibit 15.  
 12 A. You want me to read the entire 38-page  
 13 document right now?  
 14 Q. Maybe not. Let me go back to something  
 15 else. Let me try another way of approaching this  
 16 problem.  
 17 Do you recall telling me on June 15th  
 18 that in your view, NetSuite defrauded Grouse River.  
 19 MR. GATTEY: Objection. Asked and  
 20 answered. She already testified three if not four  
 21 times that she doesn't recall having any  
 22 conversation with you, Loren. So move on. I'm not  
 23 going to allow you to continue to harass this  
 24 witness. The answer is going to be the same. The  
 25 problem you just referred to is your problem, you  
 ROUGH UNEDITED DRAFT



KAREN F. MESSICK

know, not our problem.

MR. KIEVE: I don't understand what you are saying.

MR. GATTEY: You just said let's try to address this problem a different way. The problem is what you are suggesting happened, she's already testified didn't. So let's move on.

MR. KIEVE: Okay.

Q. (By Mr. Kieve) do you recall sending me by email copies of certain documents that you received from NetSuite related to your employment?

A. I do not, no.

Q. Just to make sure the record is clear, you have no recollection of having any conversations with me at all in June of 2016?

A. I do not remember speaking with you ever.

Q. Do you know what serialization or serialized inventory is?

A. Yes.

Q. What is it?

A. There is a specific way to deal with inventory in NetSuite that involves tracking serial numbers on items.

Q. From your viewpoint as a NetSuite project

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KAREN F. MESSICK

manager on the Grouse River project, is serialization important to Grouse River?

A. Yes.

Q. Why?

MR. GATTEY: Objection. Calls for speculation. If you know.

A. I don't recall specifically for that project, no.

Q. Do you know, if that was important to Grouse River?

MR. GATTEY: Objection.

THE COURT REPORTER: I'm sorry.

MR. KIEVE: I'll withdraw the question.

Q. Do you know, having worked on the Grouse River project, that serialization or serialized inventory was an important part of Grouse River contract?

MR. GATTEY: Objection. Calls for speculation. The document speaks for itself. She already testified the contract sets forth what was important to Grouse River because they decided what they wanted when they signed it.

Q. Do you understand the question,

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KAREN F. MESSICK

Ms. Messick?

A. I do and I do recall that serialization was part of what they wanted.

Q. Did you understand in working on the contract that NetSuite promised Grouse River it could meet its serialization requirements?

MR. GATTEY: Objection. The document speaks for itself. She already you have to look to the contract. Let's go to the contract if we need. Let's quit messing around. The document speaks for itself.

MR. KIEVE: Mr. Gattey, the record is going to reflect that you are impeding this deposition. I'm allowed to ask the question for her understanding without referring to the contract. If she has no understanding, she can say so. If she does have an understanding, she is going to say so.

MR. GATTEY: She already -- I'm not impeding; you are. She already said that you have to look at the contract and you keep going on without referring to the contract. So let's move this forward. She's already testified that what she would need to do is look at the contract.

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KAREN F. MESSICK

Q. (By Mr. Kieve) Ms. Messick, do you understand question?

A. I do. If you want to -- my understanding is what's in the contract.

Q. From your understanding and work on the contract you believe that serialization and serialized inventory was an important part of the contract?

A. Based on the contract, my understanding is serialization was part of that.

Q. Okay. During the time that you were working on the Grouse River project, did NetSuite provide Grouse River the kind of network solution provide for serialization, tracking serialized inventory?

MR. GATTEY: Objection. Vague.

We are having trouble hearing you, Loren. Let's try to get this figured out. It's cutting in and out.

Q. Do you have the question in mind, Ms. Messick?

A. Could you repeat, please.

Q. At the time that NetSuite entered into its contract with Grouse River, did NetSuite

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1 KAREN F. MESSICK  
2 SuiteCommerce's product meet Grouse River's  
3 serialization requirements?

4 MR. GATTEY: Objection. She already  
5 testified that she is not familiar with  
6 SuiteCommerce.

7 To the extent you all of a sudden  
8 know --

9 A. I mean, I know that SuiteCommerce is web  
10 sites. But other than that, I can't give you any  
11 details of SuiteCommerce.

12 Q. Do you have a view as to whether  
13 NetSuite's promise to Grouse River that it could  
14 provide a network solution for Grouse River's  
15 serialization requirements was false?

16 MR. GATTEY: Objection. Assumes  
17 facts not in evidence. There's no evidence  
18 whatsoever that such a statement was made and she  
19 already testified that you would need to look to  
20 contract to determine what commitments were, in  
21 fact, made.

22 Do you want to point us to that  
23 commitment in the contract?

24 Q. Do you understand the question,  
25 Ms. Messick?

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1 KAREN F. MESSICK

2 A. I do. But part your question doesn't make  
3 sense because NetSuite doesn't provide network  
4 solutions.

5 Q. Let me reframe it.

6 Do you have a view as to whether  
7 NetSuite's promise to provide a way for Grouse  
8 River to track serialized inventory was false?

9 MR. GATTEY: Objection. Assumes  
10 facts not in evidence. The document speaks for  
11 itself as to what commitments were made by NetSuite  
12 to Grouse River.

13 If you know of any such commitment  
14 outside the contract, you can testify to it.

15 A. I don't know of anything outside the  
16 contract.

17 MR. KIEVE: I will repeat the  
18 question. Well, I will ask the court reporter to  
19 repeat the question, please.

20 (Question read.)

21 MR. GATTEY: Same objections.

22 A. I don't believe it was false. I know that  
23 NetSuite's product does provide serialized  
24 tracking.

25 MR. KIEVE: Would you hand the  
ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
2 witness No. Exhibit 16.

3 A. Sorry. I couldn't hear you.

4 MR. GATTEY: We can't hear you,  
5 Loren. You need to fix this or we are going to  
6 terminate the deposition and I'm going to seek  
7 costs.

8 MR. KIEVE: Would you hand the  
9 witness Exhibit No. 16.

10 (Exhibit No. 16 ID marked.)

11 Q. Do you have it in front of you?

12 A. I have it.

13 Q. I would direct your attention to the first  
14 page, page 26822?

15 MR. GATTEY: Do you want her to  
16 review the document, is that what you are asking?  
17 Or you are going to just point to something?

18 MR. KIEVE: I'm going to point to  
19 something. That's what I just said.

20 Q. I asked you to please take a look at page  
21 number 26822.

22 A. Okay.

23 Q. The entry at the bottom of the page for  
24 Mr. David Mason-Jocksch, October 22, 2014.  
25 Subject, GRO - CAR, urgent, now really urgent.

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1 KAREN F. MESSICK

2 What is CAR?

3 A. That is a process -- I don't remember what  
4 it stands for, but it's a process of NetSuite not  
5 charging a customer for something. I believe.

6 Q. Okay. It reads, "Cole, are you still on  
7 this project? I've waited weeks for it job number  
8 to be created and find the delay totally  
9 unacceptable. GRO," Grouse River, "signed the  
10 SOW," statement of work, "well over a month ago and  
11 the internal NetSuite team have delayed this CAR  
12 being signed off.

13 "Shall I tell the customer that I  
14 can't work on this job any longer because we have  
15 run out of hours? I think not. But this is  
16 delaying the serial number work for GRO in order to  
17 go live next week. I have less than 30 hours left  
18 on the main job number because of the hours that  
19 we've booked to the original job number. Karen for  
20 POS has even less. This is where the main bulk of  
21 the activity remains with GRO."

22 Would you explain to me what this is  
23 referring to?

24 MR. GATTEY: I'm going to object as  
25 to authentication. This is an email from David

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1 KAREN F. MESSICK  
2 Mason-Jocksch to a number of people. My client  
3 isn't even on here. So how -- I'm going to object  
4 as to speculation, and why are you asking her about  
5 a document that she's not involved in?

6 Q. Do you have an understanding -- can you  
7 answer the question, Ms. Messick.

8 A. I have an understanding generally of  
9 what's going on in the email, and that is that  
10 there is some additional work that needs to be  
11 done. We are waiting for someone above us to sign  
12 off so that we can actually have the additional  
13 time to do the work.

14 Q. Okay. Then at the top of the page it  
15 says, "All, we have Jeff Honeycombs' commitment to  
16 resolve this internally. In the meantime, let's  
17 not make our issue the customer's issue. CAR isn't  
18 the right mechanism and we are working on what is  
19 required."

20 Do you understand what that that's  
21 referring?

22 MR. GATTEY: I'm going to make the  
23 same objection. My client isn't involved in this  
24 communication. It's from a Gary Specter to a Cole  
25 Waldron, with a number of other people. I don't

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
2 believe Ms. Messick is included in this  
3 communication. So I'm going to object. This calls  
4 for speculation.

5 Q. Ms. Messick, do you have an understanding  
6 what this refers to?

7 A. I don't actually.

8 MR. KIEVE: Okay. Thank you. Hand  
9 the witness Exhibit No. 18.

10 (Exhibit No. 18 ID marked.)

11 MR. GATTEY: We are not using Exhibit  
12 17 for a reason?

13 MR. KIEVE: There is no Exhibit 17.

14 MR. GATTEY: Why?

15 MR. KIEVE: Because I pulled it.

16 MR. GATTEY: Okay. In the future,  
17 let's try and use, you know, numbers that -- now we  
18 are going to be skipping around exhibit numbers but  
19 okay.

20 Q. Do you have Exhibit No. 18 in front of  
21 you?

22 A. I do.

23 Q. This starts out with an email dated  
24 October 31, 2014. The title is GRO - RESTlet  
25 required - Urgent.

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1 KAREN F. MESSICK  
2 Can you tell me what that referring  
3 to?

4 MR. GATTEY: I'm going to make the  
5 same objection. I don't see my client identified  
6 in that email. So this calls for speculation.

7 Do you want to review the document to  
8 see if you need some context?

9 THE WITNESS: I mean, I can review  
10 the whole document if you'd like. It's going to  
11 take me a few minutes.

12 Q. The question is, what is the reference to  
13 GRO - RESTlet required - Urgent?

14 MR. GATTEY: Objection. Calls for  
15 speculation she is knots included in the email.

16 A. I mean, I can tell you that RESTlet is a  
17 piece in the NetSuite software that allows the  
18 point-of-sale to communicate information back and  
19 forth. But that's about as detailed as I can get.  
20 I don't have a lot of technical information on  
21 that.

22 Q. Okay. Would you turn to the first page of  
23 this exhibit which has document number 27338.

24 MR. GATTEY: That was the document  
25 you asked her to look at. She's already there.

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1 KAREN F. MESSICK

2 A. Yes.

3 Q. Would you look at the bottom of that page  
4 there is an email dated November 3, 2014, from  
5 Mr. Mason-Jocksch. You were a copied recipient.  
6 Do you see your name there?

7 A. I do.

8 Q. He emails you. You are in this email  
9 stream, correct?

10 A. Looks like I am.

11 Q. "Having all this debate last Friday, it  
12 now is this now progressing please? The customer  
13 asked me for an ETA, and of course, I wasn't able  
14 to give him one."

15 Do you have understanding what the  
16 reference is there, what he is talking about?

17 A. I do not. I'd have to go back and read  
18 the entire email chain to have an understanding of  
19 that.

20 Q. Okay. Then at the top of the page there's  
21 an email from Cole Waldron to Michael Weiss,  
22 November 5, 2014, it says, "Mike, can you please  
23 help me escalate this. It appears PS and TS are at  
24 odds here."

25 What is --

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1 KAREN F. MESSICK

2 MR. GATTEY: Objection. Calls for  
3 speculation.

4 And Loren, this is the last time, I'm  
5 telling you now, we've have got it all on video, if  
6 you cut out one more time, I'm going to suspend the  
7 deposition and I'm going to be seeking all my costs  
8 for flying out here and having to pay for a hotel  
9 and all my travel time.

10 You need to get your IT people on  
11 this right now. I'm going to give you this  
12 opportunity. You either get somebody from IT to  
13 work on this or if you cut out one more time, we  
14 are canceling the deposition.

15 MR. KIEVE: I will be right back. I  
16 do not accept that statement.

17 MR. GATTEY: You don't have to accept  
18 it. That's what's going to happen.

19 THE WITNESS: Can we take this time  
20 to go to the restroom?

21 MR. GATTEY: We probably need to wait  
22 until he comes back because he commenced the  
23 deposition.

24 THE WITNESS: Okay.

25 MR. GATTEY: As soon as he comes

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1 KAREN F. MESSICK

2 back, we will tell him you are going to take a  
3 bathroom break.

4 THE WITNESS: Okay.

5 MR. GATTEY: Let the record reflect  
6 we've have been waiting approximately two minutes  
7 while Mr. Kieve deals with or attempts to deal with  
8 technical issues.

9 Loren, did I hear you say you are  
10 going to call us back?

11 MR. KIEVE: Yeah, I'm moving to an  
12 office.

13 MR. GATTEY: Just so you know,  
14 Ms. Messick is going to take a restroom break while  
15 you do that. Would you agree that we can go off  
16 the record to she can do so?

17 MR. KIEVE: Of course.

18 MR. GATTEY: Thank you.

19 THE VIDEO OPERATOR: We are going off  
20 the record at 1:50.)

(Recess taken.)

22 THE VIDEO OPERATOR: We are back on  
23 the record at 1:56.

24 MR. GATTEY: Let the record reflect  
25 we were off for approximately five minutes due to

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1 KAREN F. MESSICK

2 technological issues involving Mr. Kieve's setup.  
3 Hopefully, we will finally be able to move forward  
4 without continuing technical issues.

5 We can't hear you.

6 MR. KIEVE: Let me know when we are  
7 back on.

8 THE VIDEO OPERATOR: We are back on  
9 now.

10 THE WITNESS: We are on.

11 Q. (By Mr. Kieve) Okay. Looking at Exhibit  
12 16, from Cole Walden to Michael Weiss, November 3,  
13 2014?

14 MR. GATTEY: You are asking her to  
15 look at Exhibit 16, is that correct? You just said  
16 16.

17 MR. KIEVE: I thought we were on  
18 Exhibit 18.

19 MR. GATTEY: Yes, you said 16. You  
20 want her to look at 16 or 18?

21 MR. KIEVE: 18.

22 A. Okay.

23 Q. Looking at Exhibit 18, the first page Cole  
24 Waldron to Michael Weiss, November 3, 2014, "Mike,  
25 can you please help me escalate this. It appears

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1 KAREN F. MESSICK

2 PS and TS are in odds here."

3 Do you have an understanding what PS  
4 refers to?

5 A. Professional services.

6 Q. And do you have an understanding what TS  
7 is?

8 A. Technical services.

9 Q. He writes, "It appears PS and TS are at  
10 odds here. PS is refusing to do the work for the  
11 serialized inventory script Grouse is eager to know  
12 when the script will be completed. The problem is  
13 we haven't started it and we don't have the  
14 resources available."

15 MR. GATTEY: Is there a question?

16 MR. KIEVE: Yes.

17 Q. Do you have an idea of what reference to  
18 PS and TS being at odds refers to?

19 A. It states that in the email, it says the  
20 TS is refusing to do the work. We don't have the  
21 resources available. My guess is that we just  
22 didn't have people or something hadn't been signed  
23 for technical services to do the work. I don't  
24 know.

25 Q. Okay. Would you take a look at Exhibit

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1 KAREN F. MESSICK  
 2 19, please.  
 3 (Exhibit No. 19 ID marked.)  
 4 A. I have it.  
 5 Q. This is entitled GRO Status, PS Internal  
 6 Urgent. The last email on this chain is dated  
 7 January 26, 2015. It's from you. Correct?  
 8 A. It looks to be, yes.  
 9 MR. GATTEY: When you say "last,"  
 10 when you say "last," Loren, I'm looking at 190, the  
 11 last email is actually from a Ravindra Goonaratne.  
 12 So it appears you may be looking or have a  
 13 different document.  
 14 A. Are you looking at the first page of the  
 15 document?  
 16 Q. Yes. What I'm saying is the first page  
 17 contains the last email in this chain.  
 18 A. Okay.  
 19 Q. Correct?  
 20 A. It looks to be that way.  
 21 MR. GATTEY: We are taking that as  
 22 you're making a representation, Loren.  
 23 Q. Ms. Messick, as the author of this  
 24 document, this email, would it be correct to say  
 25 that the email that is on page 30177 dated  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 1/26/2015 at 5:12 p.m. would be the last email in  
 3 the chain in this particular document?  
 4 A. It looks to be, yes.  
 5 Q. Thank you.  
 6 Would you turn to the page that has  
 7 the document number 30181 at the bottom.  
 8 A. Okay.  
 9 Q. The top of the page there's an email from  
 10 Mr. Mason-Jocksch dated Tuesday January 18th, 2015,  
 11 at 9:57. Do you see that?  
 12 A. Yes.  
 13 Q. And it's sent to you among other people.  
 14 A. I am cc'd on it, yes.  
 15 Q. The subject is GRO, that would Grouse  
 16 River, correct?  
 17 A. Yes.  
 18 Q. Status Internal. Important Time.  
 19 Mr. Mason-Jocksch, writes, "Ravi, this is getting  
 20 urgent now. If it wasn't felt it was urgent  
 21 before, this customer is planning to go live at the  
 22 end of this month. This script has never worked  
 23 100 percent end to end."  
 24 Can you tell me what that's referring  
 25 to?  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 MR. GATTEY: Objection. Calls for  
 3 speculation. If you know.  
 4 A. Without reading the entire email chain, I  
 5 can't tell you what this is referring to.  
 6 Q. Okay. Would you turn the document page  
 7 number 30179. Do you have that in front of you?  
 8 A. I do.  
 9 Q. Middle of the page there is an email from  
 10 Mr. Mason-Jocksch, Thursday, January 22, 2015, 7:11  
 11 a.m. Do you see that?  
 12 A. Yes.  
 13 Q. You are copied recipient?  
 14 A. It appears so.  
 15 Q. He writes, "This is disturbing to read  
 16 that we move from one error to another. The  
 17 customer is not very pleased with constant delay."  
 18 Do you have any idea what that's  
 19 referring to?  
 20 MR. GATTEY: Objection. Calls for  
 21 speculation.  
 22 Do you want her to review the  
 23 entirety of the email to get the context?  
 24 MR. KIEVE: If she needs to. If she  
 25 doesn't need to, I would ask her to answer the  
 ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
 2 question.  
 3 A. Yeah, I would need to read the entire  
 4 document to understand the context of this  
 5 particular email in the chain.  
 6 Q. So let's see if I can make this easy. Go  
 7 to the preceding page 30178.  
 8 A. Okay.  
 9 Q. Email in the middle of page from  
 10 Mr. Mason-Jocksch, Monday, January 26, 2015. Do  
 11 you have that?  
 12 A. Yes.  
 13 Q. You are a copied recipient?  
 14 A. It looks to be, yes.  
 15 Q. He writes, "Ravi, PS, "PS is what?"  
 16 A. Professional services.  
 17 Q. "Took delivery of script No. 7 sales and  
 18 No. 8 credit memo in November 2014. And to date we  
 19 have encountered error after error on the back end  
 20 processing within ERP as corrections have been made  
 21 by TS," TS is what?  
 22 A. Technical services.  
 23 Q. "We have encountered different errors each  
 24 time. We've never been able to hand this over to  
 25 the customer yet. This is becoming more than an  
 ROUGH UNEDITED DRAFT



## Rough Transcript

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1 KAREN F. MESSICK  
2 embarrassment. I'm sure this will be used as one  
3 of the reasons/excuses to delaying their go-live  
4 again, this time from end of January to end of  
5 February.

6 "Since the meeting last Tuesday,  
7 another week has nearly gone by and no change or  
8 report back on progress."

9 Can you tell me what this is  
10 referring to?

11 A. It looks like it's referring to what the  
12 email says, script 7 and script 8. I don't know  
13 what those do.

14 Q. When you read this, did you have any idea  
15 what it was referring to?

16 A. Just now? It says sales and credit memo?

17 MR. GATTEY: You asked him a  
18 question. Let him answer.

19 Q. At the time that you received this, do you  
20 have an understanding what it was referring to?

21 A. I can't guess as to whether I understood  
22 it or not at the time almost four years ago.

23 Q. Do you have any understanding what it's  
24 referring to today?

25 A. I can take a guess based on the content,

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1 KAREN F. MESSICK  
2 it says regarding script 7 sales and 8 credit memo,  
3 I'm guessing it means it's related to sales and  
4 credit memos.

5 Q. Does that mean that whatever is related to  
6 sales and credit memo is not working?

7 A. It looks to be that those specific scripts  
8 are not working based on the email content.

9 Q. Thank you.

10 Do you recall having any discussions  
11 with anybody about that subject around that time?

12 A. I don't recall that, no.

13 MR. KIEVE: Could you hand the  
14 witness Exhibit No. 20, please.

(Exhibit No. 20 ID marked.)

15 Q. Do you have it in front of you?

16 A. Yes.

17 Q. The subject line of this email reads,  
18 "Urgent. New case No. 2041140, defect. Cannot  
19 configure MPS EMV due to missing columns in the  
20 RA\_PMS database table."  
21

22 A. Okay.

23 Q. You sent this email on October 16, 2014?

24 MR. GATTEY: I'm going to object as  
25 misstating the document. When you say "sent this

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1 KAREN F. MESSICK  
2 email," you are talking about an email at 4:45 p.m.  
3 not any of the other multiple emails attached,  
4 correct?

5 MR. KIEVE: That would be my question  
6 for now, yes.

7 A. Okay.

8 Q. The answer is, you sent this email,  
9 correct?

10 A. According to this, yes.

11 Q. Can you tell me what the reference is,  
12 defect cannot configure MPS EMV due to missing  
13 columns in the RA\_PMS table" means?

14 A. That has to do with credit card processing  
15 and missing columns in the database related to  
16 credit card process.

17 Q. Okay. I would like to you take a look at  
18 page number 26448 on this document.

19 A. Okay.

20 Q. It begins, in the middle of the page,  
21 NetSuite, Inc., Mail Support Various People.

22 A. Okay.

23 Q. It has that same reference and it says,  
24 Hello support. Do you see that?

25 A. Yes.

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1 KAREN F. MESSICK  
2 Q. "I'd like to file a defect for two  
3 customers, accounts Kit and Ace and Grouse River  
4 Outfitters. Business impact cannot take credit  
5 card payments."

6 A. Okay.

7 Q. This starts the string. It moves forward.  
8 I would then like you to take a look at the  
9 preceding page, 246447.

10 A. Okay.

11 Q. That is -- a bit more than halfway down  
12 email there's an email from Mr. Anthony Konecny.

13 A. Okay.

14 Q. October 16, 2014.

15 A. Yes.

16 Q. Correct?

17 A. Yes.

18 Q. It's sent to you. Correct?

19 A. Yes.

20 Q. He says, "Hello, Karen. I think this is  
21 the same issue as," blank number, "Add  
22 EMVPublicKeyReport function to POS for continued  
23 support of EMV for MPS credit card process in  
24 Canada."

25 Do you have an understanding what he

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1 KAREN F. MESSICK  
2 is referring to there?

3 A. I mean, I understand basically that it  
4 deals with EMV credit card processing for Canada,  
5 but I can't give you any specifics on the details  
6 of the issue.

7 Q. Okay. Then you write back right above,  
8 "All, these two customers both need to go live in  
9 two weeks. So this needs resolution ASAP."

10 Do you see that?

11 A. Yes.

12 Q. Then he writes you back immediately above  
13 that, October 16, 8:47 a.m., "Karen, this is a  
14 known gap. This functionality is not supported by  
15 the system and there is enhancement improved for  
16 next release. It's not something that can be  
17 fixed. It requires development and QA  
18 verification. You need to work with PMs to make it  
19 prioritized. Unless it's done, this feature will  
20 be delivered in next release only."

21 You then respond, beginning on the  
22 page number 26446 with an email at 5:49 p.m.  
23 "Okay. So in other words, we have no way to  
24 integrate credit cards in Canada for our customers.  
25 If this is the case, then why was PS not aware of

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1 KAREN F. MESSICK  
2 this?"

3 Are you telling -- is this  
4 communication confirming that at the time NetSuite  
5 entered into a contract with Grouse River, NetSuite  
6 had no way to integrate credit cards in Canada for  
7 it's customers?

8 MR. GATTEY: Objection. Assumes  
9 facts not in evidence. And the document speaks for  
10 itself. If you understand.

11 Q. Do you understand the question  
12 Ms. Messick?

13 A. Yeah. All I can speak to is, at the time  
14 this email was sent, the functionality was not  
15 working, it seems, based on the content of the  
16 emails.

17 Q. Just to make sure what you are saying, is  
18 the functionality of being integrate credit cards  
19 in Canada for customers was not working at  
20 NetSuite?

21 MR. GATTEY: Objection. Misstates  
22 her testimony. Are you testifying now?

23 MR. KIEVE: Could you repeat the  
24 question please.

25 (Questioned read.)

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1 KAREN F. MESSICK

2 MR. GATTEY: I'm also going to object  
3 it assumes facts not in evidence. Because the  
4 system wasn't even supposed to be live as of this  
5 date. There was nothing that wasn't working.

6 A. Yeah, my understanding --

7 MR. KIEVE: Excuse me, Mr. Gattey. I  
8 wish you would stop interrupting and coaching the  
9 witness.

10 MR. GATTEY: I'm not coaching the  
11 witness. I'm pointing out that you are suggesting  
12 something was supposed to work when it wasn't time  
13 for it to be working yet.

14 A. My understanding is at the time the email  
15 was written, there were issues with the  
16 functionality. Outside of that, I can't tell you  
17 anything about it.

18 Q. Would you agree that what you're telling  
19 the other participants in this email chain as you  
20 write, is so in other words, we have no way to  
21 integrate credit cards in Canada for our customers?

22 A. It seems to me -- that email, I'm asking a  
23 question. I'm not stating a fact.

24 Q. All right. Then I ask you to go up on the  
25 first page of this email. About a quarter of the

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1 KAREN F. MESSICK  
2 way down there is an email from a Mr. Nikolay  
3 Komissarenko, October 16, 2014, 9:43 a.m. Do you  
4 see that?

5 A. Yes.

6 Q. It's sent to you, correct?

7 A. Yes.

8 Q. He writes, "Karen, we have discovered that  
9 EMV support is not part of the Golden Image and is  
10 not even in GIT."

11 What is EMV support?

12 A. That's chip and pin functionality for  
13 credit card processing.

14 Q. "Is not part of the Golden Image," what is  
15 the Golden Image?

16 A. That's the standard image they would use  
17 to create every point-of-sale server instance.  
18 It's basically a standard database?

19 Q. "Is not even in GIT." What is GIT?

20 A. I don't know what that means.

21 Q. It continues, "Looks like this  
22 functionality was developed by George Hanson and  
23 was not added to the source repository. We have  
24 found deployment scripts for this and we will  
25 attach them to the issue and you will be able to

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Rough Transcript

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1 KAREN F. MESSICK  
2 proceed. But we can't guarantee anything else is  
3 missed as this functionality is not owned by Dev/QA  
4 team at the moment. We will make code review and  
5 make sure it's part of our code repository."

6 Do I understand what he is saying is  
7 that -- I'm sorry. What does EMV support refer to?

8 A. Chip and pin functionality for credit card  
9 processing.

10 Q. What does that mean?

11 A. Credit cards and debit cards have little  
12 chips on them for security purposes. That's what  
13 that is. That's chip and pin technology.

14 Q. Okay. That's a necessary part of a credit  
15 card transaction, corrected?

16 A. At the time in Canada, it was.

17 Q. What this person is telling you is that  
18 NetSuite has nothing in -- as part of its basic  
19 functionality to provide credit card processing  
20 with things that have chips on them and therefore  
21 in Canada?

22 MR. GATTEY: Objection. The document  
23 speaks for itself, and you are asking her to  
24 speculate as to what somebody was saying. You want  
25 to ask her what the document says, go ahead. But

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1 KAREN F. MESSICK

2 you are testifying now.

3 Q. Ms. Messick, as the recipient of this  
4 email, when you've asked the question, in other  
5 words, we have no way to integrate credit cards in  
6 Canada for our customers, he's telling you, Yes, we  
7 have no way to integrate credit cards --

8 A. No, that's not -- that's actually not what  
9 he's saying. What he saying is the standard image  
10 that they use doesn't include that, but they found  
11 deployment scripts to be able to attach so they can  
12 do it. That's what the email says.

13 Q. Okay. Then at the top it says, "Thanks so  
14 much, Nick. This is key functionality and could be  
15 a deal breaker for some customers. It's important  
16 that the entire PS and sales teams are aware of  
17 this if we cannot go it working."

18 Is it correct to say it was not  
19 working as of October 16, 2014?

20 MR. GATTEY: Objection. That  
21 misstates her testimony.

22 A. I mean, basically from the email --

23 MR. KIEVE: I'm simply asking her a  
24 question.

25 MR. GATTEY: I'm simply objecting to  
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1 KAREN F. MESSICK

2 your question.

3 A. Based on the email content, it seems at  
4 the time it wasn't working, but there looks to me  
5 like there is path to try to get functioning.

6 Q. Is there any doubt in your mind that as of  
7 October 16, 2014, NetSuite could not provide credit  
8 card processing for it's customers in Canada?

9 A. It looks to me if they were trying to get  
10 that working based on the content in these emails.

11 Q. When you they are trying to get it  
12 working, it means that as of that time it was not  
13 working, correct?

14 MR. GATTEY: Objection. I'm going to  
15 make the same objection as before, assuming facts  
16 not evidence. There was nothing to work because  
17 there was no go-live yet. As is typical, they are  
18 working on the solution.

19 Q. Ms. Messick, do you understand the  
20 question?

21 A. I do. And I mean there were a lot of --

22 Q. Could you answer it?

23 A. There were a lot of projects that we  
24 worked on where functionality -- it wasn't  
25 necessarily completely functional until the go-live

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1 KAREN F. MESSICK

2 happened.

3 Q. Just to be clear, your statement as of  
4 October 16, 2014, that ANS had no way to integrate  
5 credit cards in Canada for our customers, is that a  
6 correct statement as of October 16, 2014?

7 MR. GATTEY: Objection.

8 A. No, it's not. I didn't say they had no  
9 way. I said based on the content in the emails, it  
10 looks like they have a solution. They just need to  
11 get it through QA and into the image so the  
12 customer can use it and test it.

13 Q. If you look at Exhibit 20, pages 26447,  
14 top of the page, you write, "Okay. So in other  
15 words, we have no way to integrate credit cards in  
16 Canada for our customers?" You stated that,  
17 correct?

18 A. I asked the question and in the emails  
19 that came after that, they were explaining to me  
20 that they found scripts to attach so the  
21 functionality can get working. I wasn't making a  
22 statement in that -- I wasn't making a statement.  
23 I was asking a question and they later answered the  
24 question by saying they found what they needed to  
25 get it working.

ROUGH UNEDITED DRAFT



KAREN F. MESSICK

Q. Would you agree with me that credit card processing is a key functionality?

MR. GATTEY: Objection. Vague. Objection. The document speaks for itself as to what the parties agreed they wanted to have in the solution.

MR. KIEVE: I wish you would stop interrupting my questions.

Q. Do you have an understanding of the question, Ms. Messick?

A. I do. I think credit card processing is important.

Q. Not only important, but in this day and age, it's critical, isn't it?

A. Absolutely.

Q. Do you know whether NetSuite tells Grouse River in its contract that NetSuite could provide this key functionality in the credit card processing?

MR. GATTEY: Objection. The document speaks for itself.

A. If you'd like for me to look at the contract specifically surrounding credit card processing, I would be happy to do that and answer

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KAREN F. MESSICK

your question.

Q. In your capacity as the project manager for the point-of-sale system that NetSuite was supplying to Grouse River, do you know whether or not NetSuite promised Grouse River the key functionality of having credit card processing?

A. Yes, I believe that is in the contract.

Q. Thank you.

Is it correct that NetSuite's master system code doesn't even contain what is necessary to take payments through the payment processor, that NetSuite told Grouse River it had to migrate in order to transact on the NetSuite platform?

MR. GATTEY: Objection. Vague. If you understand.

A. I sort of understand but I'm confused by your question. Can you repeat if in another way.

Q. Yes. Are you familiar with the master system code?

A. No.

Q. Again, let me ask what is the, "Golden Image"?

MR. GATTEY: Objection. Asked and answered.

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KAREN F. MESSICK

A. It's standard image they use to create the database to start an implementation.

Q. Okay. EMV refers to credit card process, correct?

A. It specifically refers to chip and pin credit card processing.

Q. That was not part of the basic master image that was used by NetSuite?

MR. GATTEY: Objection. Assumes facts not evidence. Misstates testimony. You can answer it if you understand.

A. Based on the content in the emails and from what I recall, credit card processing is included in the Golden Image, but chip and pin was an additional feature because it was not legally required in the United States at the time.

Q. But it was legally required in Canada, correct?

MR. GATTEY: Objection. Calls for expert opinion. Assumes facts not in evidence. If you know the laws in Canada.

A. My understanding is that they were utilizing it in Canada. I don't know if it was legally required.

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KAREN F. MESSICK

Q. Okay. Why would this key functionality be a deal breaker for customers?

A. Because if it's required for them to use, especially if it were by law, which I don't know, then it would be difficult for them to utilize the POS without that functionality.

Q. Do you know whether NetSuite was ever able to provide Grouse River with this keep functionality?

A. I don't.

Q. Do you know what is -- are you familiar with the term mobile solution or any device?

A. Generally, yes, I understand what mobile solution is.

Q. Okay. What is a mobile solution?

A. It could be anything from a tablet to a cell phone to a credit card machine that you can carry around.

Q. Do you know whether or not in your capacity as a project manager for the POS system, NetSuite contracted and promised that it would provide Grouse River with a mobile solution for any device for Grouse River's point-of-sale system?

MR. GATTEY: Objection. The document

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1 KAREN F. MESSICK  
2 speaks for itself. If you know.

3 A. Yeah, I don't recall if they had mobile  
4 included in their contract or not.

5 Q. What is a point-of-sale system?

6 A. I believe I already answered that earlier,  
7 but it's the hardware and software that brick and  
8 mortar stores use to ring in purchases, do returns,  
9 and track their sales.

10 Q. Okay. Do you recall that the  
11 point-of-sale system that NetSuite offered Grouse  
12 River had serious problems?

13 A. I think every software solution has  
14 issues. Is there a specific problem that you are  
15 referring to?

16 Q. Do you have a general recollection that  
17 the point-of-sale system that NetSuite offer Grouse  
18 River had serious problems?

19 A. I mean, unless you have a specific issue  
20 that you want to address, I really don't know how  
21 to answer that question.

22 Q. Would you take a look at Exhibit No. 21,  
23 please.

24 (Exhibit No. 21 ID marked.)

25 A. Okay.

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1 KAREN F. MESSICK

2 Q. This is an email chain, the last of which  
3 is September 25, 2014. I'd like to you turn to, as  
4 a point of reference, the second page, 24925.

5 A. Okay.

6 Q. Do you have that?

7 A. Yes.

8 Q. It says, "Hello, Karen. Appreciate your  
9 response. Once these steps are performed, kindly  
10 inform us if the downsync still encounters a  
11 failure." The heading of this is Re: Case No.  
12 2026884 update. But there is a number and then  
13 "Grouse River downsync fails on items and process  
14 log."

15 What is that reference to?

16 A. When you set up the point-of-sale items,  
17 actually download from the NetSuite ERP into the  
18 point of sale, it seems to me there was an error  
19 encountered during that downsync, which is not  
20 uncommon and there probably just needs to be some  
21 adjustments made and likely there was a re-  
22 downsync to get all the items to flow down.

23 Q. Then Mr. Daniel responds. You point out,  
24 We have an error on page 29494 that is fairly  
25 complex. What was that error if you recall?

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1 KAREN F. MESSICK

2 A. I don't recall. I mean, there are  
3 hundreds much of errors that could occur during a  
4 downsync.

5 Q. Mr. O'Daniel responds on September 24th,  
6 "File at issue. We need to stop trying to solving  
7 errors. If it's an error, we need to hand it off  
8 and move on. Sorry to be so blunt, but it has to  
9 be this way."

10 What is he saying there?

11 A. I mean, he is saying that errors occur on  
12 a regular basis and if there is an issue, we need  
13 to have either support or somebody trying to fix it  
14 or someone on the ERP side.

15 Generally, in my experience, errors  
16 in downsync usually have to do with the way systems  
17 are configured. It could be one field or even a  
18 character somewhere. It seems like we just  
19 intending a lot of time troubleshooting instead of  
20 having the support team look into it.

21 Q. Then you respond, "We've opened the case.  
22 Unfortunately this is going to seriously delay the  
23 project. Not our issue. You are right."

24 What impact was this going to have in  
25 terms of seriously delaying the project.

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1 KAREN F. MESSICK

2 A. If the items can't be downloaded into the  
3 point of sale, the point of sale can't be used.

4 Q. You say "not our issue," what are you  
5 referring to?

6 A. I can't recall but based on the content in  
7 the emails, it seems like probably there was  
8 something going on with the way the items were  
9 configured in the ERP side and probably just needed  
10 it to have some changes made to the items so that  
11 the downsync would work. It was pretty common for  
12 that to happen. We had to work in conjunction with  
13 the ERP teams to get all that stuff straightened  
14 out.

15 Q. Whose issue was it?

16 A. The ERP team, I believe. Based on looking  
17 at the emails, it's probably the team that was  
18 implementing ERP. Either that or it could have  
19 been a technical issue with the syncing. I don't  
20 know.

21 Q. That would be another part of NetSuite,  
22 correct?

23 A. It could either be support or development  
24 depending on the issue.

25 Q. Would you take a look at Exhibit 22,

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1 KAREN F. MESSICK  
2 please.  
3 MR. GATTEY: Are you asking the court  
4 report to give us 22? I don't think you have  
5 marked 22.  
6 MR. KIEVE: I ask him to please give  
7 the Exhibit 22 to the witness.  
8 (Exhibit No. 22 ID marked.)  
9 Q. Do you have that in front of you?  
10 A. I do.  
11 Q. It's dated October 7, 2014. The last of  
12 the email chain was from you on that date. Subject  
13 is Servers Downsync Failing?  
14 A. This the first page of the document?  
15 Q. Yes.  
16 A. Okay.  
17 Q. What does the reference to Servers  
18 Downsync Failing mean?  
19 A. That means that the information flowing  
20 from the ERP system down to the point of sale was  
21 not flowing.  
22 Q. These are both NetSuite systems, correct?  
23 A. Correct.  
24 Q. ERP and point of sale?  
25 A. Yes.

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1 KAREN F. MESSICK  
2 Q. I'd like you to turn to page number 25853.  
3 Bottom of the page, Leigh Vangel emails on  
4 September 25, 2014, at 10:01 p.m., "Implementation  
5 is halted because of this issue. TS needs it task  
6 process so that they can proceed with  
7 implementation. 377811 TC Ops LLC is one of our  
8 largest POS customers and have been delayed due to  
9 the downsync failure."  
10 What does this reference, if you  
11 know?  
12 A. I don't have any idea.  
13 Q. Okay. Then let's turn to page number  
14 25848, an email from you. The bottom of the page,  
15 Friday, September 26, 2014, 1:38 p.m., do you have  
16 that?  
17 A. I do.  
18 Q. It says, Subject, S3 - Issue ... TC Ops  
19 LLC implementation server."  
20 A. Okay.  
21 Q. Turn to the next page, second paragraph.  
22 "In regards to your questions below, we end up  
23 needing to have access to almost all implementation  
24 servers so they can investigate software defects."  
25 What are you referring to there?  
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1 KAREN F. MESSICK  
2 A. Just looking back at the beginning of that  
3 email, it's related to access to servers to  
4 troubleshoot and deal with any issues.  
5 Q. Okay. What were the issues you dealt with  
6 at this point?  
7 MR. GATTEY: Objection. Vague. The  
8 document you are referring to, Loren, appears to be  
9 related to some customer other than Grouse River.  
10 Are you asking her to opine on other customers or  
11 what sort of issues is your question directed at?  
12 MR. KIEVE: I'm asking her for her  
13 knowledge of what she knows about what the issue  
14 was here.  
15 A. Yeah, I don't know, and this wasn't -- I  
16 don't even know if this was my customer. It might  
17 have been. I don't recall.  
18 Q. Okay. Would you turn to page number  
19 25846. Do you have that in front of you?  
20 A. Yes.  
21 Q. A little bit below halfway below the page  
22 from Mr. Ryan Murphy, Tuesday, September 30, 2014,  
23 at 2:03 p.m., do you have that?  
24 A. Yes.  
25 Q. You are a copy recipient?

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1 KAREN F. MESSICK  
2 A. Okay.  
3 Q. He writes, "This is great, but how do we  
4 address the fact that dev" development "needs  
5 access to almost all of our implementations prior  
6 to go-live due to product stability issues?"  
7 What is refers to in terms of  
8 "product stability issues"?  
9 A. I don't know. I didn't write the email.  
10 Q. He sent it to you. Did you have an  
11 understanding when he sent it to you what he was  
12 referring to?  
13 A. I don't recall.  
14 Q. He says, "We have another customer -  
15 Grouse River - issue 31055, where they plan to go  
16 live in two weeks and we can't even get their  
17 server working. And it's a leading Omni-Channel  
18 retail customer."  
19 Is it a fact that as of September  
20 30th, 2014, NetSuite couldn't even get Grouse River  
21 server working?  
22 A. Based on the content of the email, that's  
23 what it seems like.  
24 Q. There is a reference to a leading  
25 Omni-Channel retail customer. What is an  
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1 KAREN F. MESSICK  
2 Omni-Channel retail customer?

3 A. That's a customer who's using multiple  
4 channels to do sales. So point of sale and  
5 E-commerce likely.

6 Q. Okay. Turn to page 25843. Bottom of  
7 page, Ryan Murphy, Wednesday, October 1, 2014, at  
8 5:46 p.m. to various people including you, correct?

9 A. Yes.

10 Q. It says, "Karen can you please organize  
11 this meeting? For the rest of the team," turning  
12 to the next page, "I need to know how we are going  
13 to resolve Grouse River and getting this issue  
14 fixed/researched by Dev/QA. I'm on escalation  
15 emails with them daily on this issue. I don't tell  
16 them -- I don't know what to tell them other than  
17 sorry."

18 As the person response for the POS  
19 system with respect to Grouse River, is it a fact  
20 that NetSuite did not know how to resolve issue  
21 with Grouse River?

22 A. I don't know what specific issue this is  
23 related to, but based on the content of the email,  
24 it seems that way. But I don't know specifically  
25 what the issue was.

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1 KAREN F. MESSICK

2 Q. Would you turn to page 25840.

3 A. Okay.

4 Q. Bottom of page, email from Ryan Murphy,  
5 Friday, October 3, 2014, 1:15 p.m.

6 A. Okay.

7 Q. You are a copy to recipient. Subject, re:  
8 "Grouse River, Grouse River Outfitters NSPOS,  
9 downsync fails on item step." In reference to  
10 NSPOS is NetSuite point-of-sale system, correct?

11 A. Correct.

12 Q. It says, "Downsync fails on items step."  
13 What is that referring to?

14 A. That's exactly the same thing we were  
15 talking about earlier where the downsync was not  
16 completing because there was an issue with item  
17 setup.

18 Q. Okay. He says, "My apologies. I mean  
19 pre-production implementation phase. What is the  
20 reference to implementation phase refer to?"

21 A. So sometimes on specific customer  
22 implementations we would have a what's called a  
23 like a sandbox or preproduction environment where  
24 we would do testing that was in their real live  
25 environment that we were going to use once they

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1 KAREN F. MESSICK  
2 wept live on the system?

3 Q. Okay. He continues, "And being able to  
4 create an exception for this just like TC ops."

5 What is the reference to an  
6 exception?

7 A. I don't know.

8 Q. You don't know what he was referring to  
9 when he sent this email to you?

10 A. I don't. I'm sorry my memory doesn't go  
11 back specifically for four years.

12 Q. He continues, "It's true we have a call  
13 for next Wednesday to define a process. However,  
14 we've hit a snag on requesting a preproduction  
15 stand box (which is required for issue 3121469 to  
16 proceed.) Due to customer's temperature, I don't  
17 believe we can wait for this to be resolved."

18 What is a preproduction sandbox?

19 MR. GATTEY: Objection. Asked and  
20 answered. Just testified to it.

21 A. Yeah, it's basically another instance of  
22 their install that we can do testing on if we run  
23 into problems or if they have customizations that  
24 we want to test ahead of time.

25 Q. When he refers to "due to customer

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1 KAREN F. MESSICK

2 temperature, I don't believe we wait for this to be  
3 resolved," do you have any understanding what he is  
4 referring to there?

5 A. It seems to me, based on the content of  
6 the email, that we couldn't wait for the  
7 preproduction sandbox issue. I guess it seemed  
8 like there was some -- it says they've hit a snag  
9 on requesting that instance. I don't know what  
10 that was, but it seemed like it was going to take  
11 longer than the time we needed to resolve the  
12 problem.

13 Q. If you don't do a preproduction sandbox,  
14 how do you resolve the problem?

15 A. We don't always need preproduction  
16 sandboxes, just usually instances where the  
17 customer has very specific customized work that we  
18 are doing that we want to test out ahead of team.  
19 It's not for every customers.

20 Q. With respect to Grouse River, how was  
21 NetSuite proposing to solve this problem?

22 A. I don't know. I don't have enough  
23 information to answer that question.

24 Q. Okay. Turn to page 25838. Bottom of the  
25 page, October 3, 2014, at 2:39 p.m. Alex Seiadi

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KAREN F. MESSICK

writes, and I'd ask you then to turn to the next page, item number 3 at the top, "Giving Dev/QA access to a server during implementation phase is a bad practice. Please show your progress on solution towards the root problem. It is unbelievable to think that Retail Anywhere needs to troubleshoot on implementation phase."

He refers to giving Dev/QA access server to during implementation phase is a bad practice. What is he referring to there?

A. He is basically saying for security reasons, they don't want anybody in development or QA to have access to customer's server.

Q. Why?

MR. GATTEY: Objection. Assumes facts not in evidence. Calls for speculation.

A. It's for security reasons. I can't tell you what the security analyst was thinking at the time.

Q. He continues, "Please show your progress on solution towards the root problem."

Is this a root problem issue?

A. Well, the root problem he's talking about is people having access to servers, yes.

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KAREN F. MESSICK

Q. Okay. He says, "It is unbelievable to think that Retail Anywhere needs to troubleshoot on implementation phase."

What is Retail Anywhere?

A. Retail Anywhere was the name of the software of the point-of-sale software prior to being acquired by NetSuite.

Q. Okay. Why does he say, "It's unbelievable to think that Retail Anywhere needs to troubleshoot on implementation phase"?

MR. GATTEY: Objection. Calls for speculation. She didn't write the email. She didn't say it.

Q. Do you have an understanding when you read this what he meant?

A. Yes. So I think the issue is that because NetSuite runs on a cloud platform, that no one has access to make changes to the code, they don't understand the fact that there is another system where people actually do need access to do that.

So it's a completely different way of operating and there was some discussion around, you know, the different practices and how that works and so, you know, the NetSuite security guys didn't

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KAREN F. MESSICK

understand why we needed to do customization because the NetSuite platform doesn't work the same way as the point-of-sale platform.

Q. Okay. Turning to page 28838, middle of page, an email from you dated Saturday, October 4, 2014. "Re: Grouse River NSPOS, downsync fails on item step." You say, "Yes, thank you for your approval. I look forward to the time when we have a product that is stable and doesn't require development to intervene during initial server staging and download from NS ERP."

Do you see that?

A. I'm looking at it, yes.

Q. What product are you referring to here?

A. So looking at this, I'm talking about the point-of-sale product integrating to the ERP product, which at the time was a fairly new integration. So there were still some things to be worked out so that we could streamline how the two systems would communicate and the best way to configure each system so they communicate smoothly.

Q. What do you mean when you refer to a product that was not, quote, "stable"?

A. I can't tell you what I was thinking at

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KAREN F. MESSICK

the time.

Q. At the time that NetSuite contracted to provide this product to Grouse River, is it correct to say it was not stable?

MR. GATTEY: Objection. Assumes facts not evidence.

A. I wouldn't say that's the case, no.

Q. What did you mean, "I look forward to the time when we have a product that is stable"?

MR. GATTEY: Objection. Asked and answered. She just answered that specific question. Do you want to read back the answer.

MR. KIEVE: I'm asking for a particular part of this. Would you stop interrupting my questions, please.

MR. GATTEY: I'm not interrupting your questions. You asked the exact question and she gave you a response. You are badgering the witness. You have a different question now?

Q. At the time that NetSuite contracted to provide this product to Grouse River, is it correct to say that NetSuite knew it was not stable?

MR. GATTEY: Objection. Speculation. Asked and answered. Calls for speculation.

ROUGH UNEDITED DRAFT



KAREN F. MESSICK

Q. Do you understand the question Ms. Messick?

A. I do. I don't believe that NetSuite thought the product was not stable.

Q. Did you think it was not stable when you wrote, "I look forward to the time when we have a product that is stable"?

A. I think at the time I wanted something where the integration could be stable. Not necessarily the product. And the integration involves a lot of configuration on three different sides. And that needed to be worked out.

Q. During your time at NetSuite, did NetSuite ever have a Retail Anywhere product that was stable and did not require development to intervene during initial server staging and download NS ERP?

MR. GATTEY: Objection. Calls for speculation vague. If you understand question.

A. Yes, so I wouldn't say that the product wasn't stable. Because of the way the point-of-sale system was created, every customer had to have custom work done which creates additional work on all sides of the product, ERP and point-of-sale and sometimes in SuiteCommerce.

ROUGH UNEDITED DRAFT

KAREN F. MESSICK

Because the product is extremely customizable, we had to do custom work for every customer. So there was always additional testing required in every instance.

Q. During your time at NetSuite, did NetSuite ever have a Retail Anywhere product that did not require development to intervene during initial server staging and download from NS ERP?

MR. GATTEY: Objection. Vague. Assumes facts not in evidence. If you can answer the question.

A. I just answered that question, it's customizable product. We always had to have developers involved to be able to customize to meet the customer's needs.

Q. Why did you look forward to a time when that didn't have to happen?

A. Because it's a lot of extra work and it would be nice to not have to do extra work.

Q. This function is basic functionality for the product, correct?

MR. GATTEY: Objection. Vague. I don't believe identified what "this function" is. What function are you referring to?

ROUGH UNEDITED DRAFT

KAREN F. MESSICK

MR. KIEVE: Downsyncing on items step.

A. Downsyncing is a basic function that's required to get the point-of-sale up and running.

Q. Without it functioning properly, it is impossible for a retail company like Grouse River to operate its business, correct?

MR. GATTEY: Objection. Assumes facts not evidence.

A. So without the downsync, the POS wouldn't run. But because the system is customizable, we had problems with the downsync pretty much on every customer and we had to figure out the changes we needed to make to accommodate that.

Q. Did NetSuite ever tell Grouse River that fact?

A. I don't know.

Q. To your knowledge, did NetSuite ever provide a working product to Grouse River that had this basic functionality?

A. The basic functionality of the downsync, yes. We did get the downsync working prior to me leaving the company.

Q. Do you know whether or not it actually

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KAREN F. MESSICK

worked?

A. They wouldn't have been able to use the POS without that. So yes, it worked.

Q. NetSuite had the same problems with other customers, correct?

A. As I said --

MR. GATTEY: Objection. Vague. When you say "same problems," are you referring to downsync? She already testified that there were always issues that had to be addressed. That's the nature of software.

MR. KIEVE: I wish you would stop testifying and suggesting answers to the witness?

MR. GATTEY: I'm not doing anything of the sort.

Q. NetSuite had the same downsync failures with other customers, correct?

A. Yes, as I stated before, we had downsync failures on a regular basis because the system is very customized. We always had to troubleshoot and figure out a way to get the downsync to work. It was not unusual for that to happen.

Q. Did you tell the customers that?

A. I don't recall if I told customers that or

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not.

Q. Do you know if anybody at NetSuite told customers that?

A. I don't know. Based on how I interact with customers, I would assume that I did explain to them that there is a troubleshooting process.

Q. Do you have any recollection of telling Grouse River that?

A. I don't have any recollection, but based on how I interact with my customers, I would have probably explained to them that everything takes troubleshooting and customization.

MR. KIEVE: Would you hand the witness Exhibit No. 23, please.

(Exhibit No. 23 ID marked.)

Q. Turn to page 2094, the last page.

A. Okay.

Q. Email to you in the middle of the page November 30, 2014, she writes, "Hi Karen. The status of the following jobs are appearing as red," R-E-D in capitals, "and have not been updated for two weeks now."

The first one is Grouse River Outfitters, Limited. What does the reference to

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KAREN F. MESSICK

red mean?

A. That means that I needed to provide an update for our executive status internally to let them know what was going on with the project.

Q. Then turning to the next page, the preceding page, 29401, there is an email from David Mason-Jocksch, December 1, 2014, to you, "Hi all. This is still the case. Satish (email copied / attached on this thread) refers to showstopper problem."

Do you have any idea what he is referring to when he refers to it as a showstopper problem?

A. I don't, no.

Q. Then January 12, 2015, the next email up from Cherry Baluyot to you, "Hi, David. Could you please provide a more recent update on this job and the executive updates tab that still shows its status as red this week."

What does that refer to?

A. Generally, red meant we were behind on dates or on budget. It could be one of a few things.

Q. The first email it dated November 30th,

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KAREN F. MESSICK

2014. The last is dated January 13, 2015. Does this indicate nothing has been done on showstopper problem for three months.

A. I don't understand what you are saying referring to.

Q. Well, you have Mr. Mason-Jocksch referring to this issue as a showstopper problem?

A. Yes.

Q. It's a red issue. Then you say at the top, "Cherry, I put an update on, but all POS projects are on hold due a security protocol."

A. Okay.

Q. What did you mean, "All POS projects are on hold due to security protocol"?

A. That means that we did not have access to the servers to do any work while we were waiting for security to do some updates or something. I don't remember specific.

Q. So the first email is November 30th, 2014. The last in this chain was January 13, 2015. Does this indicate that there's been nothing done on the showstopper problem for three months?

A. No, it does not.

Q. What does it indicate?

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KAREN F. MESSICK

MR. GATTEY: Objection. The document

speaks for itself.

A. All it's saying is --

MR. KIEVE: Excuse me. Just one moment. Documents always speak for themselves. THE concept of having the objection, "the document speaks for itself" is absolutely improper. We will raise that with the Court at the appropriate time. I'm asking the witness for her understanding of what she reads from this document. Not what the documents speaks. So I wish you would refrain from making that objection.

MR. GATTEY: I'm not going to refrain from making the objection because it's appropriate objection. I will continue to make it and you are free to phrase raise it with the Court.

MR. KIEVE: I will.

A. Do you want me to answer your question?

Q. I would love for you to answer my question. Thank you.

A. Based on the first email, I am getting asked by an executive assistant, or someone, if I can provide an update on the project to them for the executive-level people at NetSuite.

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KAREN F. MESSICK

The item about the showstopper, I don't know what the specific showstopper was. The content of this email is basically saying please provide us an update on the project. And then the very last email says, basically, I can't do any work on this project until security tells me that we are allowed to have access again.

But that doesn't mean that the access was off for whatever period of time the email chain started. There's two different subjects in this whole email chain that aren't necessarily related at all.

MR. KIEVE: Thank you.

Would you hand the witness Exhibit No. 24, please.

(Exhibit No. 24 ID marked.)

MR. GATTEY: Loren, just a heads-up, you've got about 30 more minutes.

MR. KIEVE: Well, I have whatever time you are going to give me.

Q. Do you have 24 in front of you?

A. Yes.

Q. This is a series of emails from various people. And you are not necessarily on these

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KAREN F. MESSICK

chains, but I'm going to ask you if you have any knowledge about the subject here because I think this refers to the preceding email.

Turn to the last page of this 28864.

A. 8864 or 8865?

Q. 8864, please.

A. Okay.

Q. The middle of the page, an email from Paul Lanham to various people including Patrick Lien. Do you know who those people are?

A. Yes, I did work on that project.

Q. Okay. So he says, "Hi, Patrick. Perhaps we need a call. We have a technical issue, possible showstopper, that NetSuite is working on where they have not been able to complete a store database load for production purposes. I've been asking this question for a while. The general answer is that NetSuite is putting top-level resource on it but only generalities so far."

Do you know what the reference is to the -- to, "not being able to complete a store database load for production basis"?

A. I mean, it seems like they are not able to get any database information into the POS server

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KAREN F. MESSICK

likely from the ERP side.

Q. Would that also be a download problem?

A. Yes.

Q. Okay. Then if you turn to page 28862. Would you turn to page 28861. At the bottom of the page, there is a start of an email from you dated December 16, 2014. If you turn to the next page, page 28862, you say, "Impact, Sampler Stores, Inc. NSPOS downsync failing on items step. Your search has timed out."

Then it continues in the next paragraph, and this is you stating this, "I will say that for Grouse River, who is experiencing the same error, they only have a total 27,000 items. I'm not sure that I believe the workaround will suffice."

When are you referring to there?

A. I really can't tell you.

Q. When you say, "They are having the same download error for only 27,000 items," what are you referring to there?

A. That's about the items that they sell in the store that are built in the ERP system that download into the POS so that they can be sold from

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KAREN F. MESSICK

the point-of-sale.

Q. Then you say, "Though I'm not sure but I believe the work around will suffice," what are you referring to there?

A. I don't know what the workaround was going to be. I don't recall.

Q. You then say, "Receiving a time out error for 27,000 items is thoroughly ridiculous. Because that is not an unreasonable number of items for a customer to have."

What did you mean by that?

A. Exactly what I said, that that's not an unreasonable amount of items to download. I believe that it seemed odd to me that the they wouldn't download. But there could have been another reason why the items were not coming down.

There were some instances where they might have too many items and the download just couldn't handle it all at one time. But based on that content, it looks like there could have been another issue.

Q. Okay. Would you agree that not being able to download a ridiculously low number of 27,000 items is a showstopper?

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KAREN F. MESSICK

A. Yes.

Q. Thank you.

MR. GATTEY: Let the record reflect some comments were made by opposing counsel that we can't hear.

MR. KIEVE: I said -- she answered yes and my question was why.

A. Why what?

Q. Why would it be a showstopper?

MR. GATTEY: Objection. Misstates evidence. This is regarding a different customer. This is Sampler Stores.

Q. Ms. Messick, we are referring to a download issue as being a showstopper. I asked you whether it would be showstopper for Grouse River. You said yes it was. My question why would be shop stop for Grouse River?

A. It would be showstopper for any customer, but as I stated before, it was very common to have download issues because everything was customized and we always had to troubleshoot and shake changes for every single customer that we had.

Q. Did you tell that to Grouse River?

A. I don't recall if I did or not.

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KAREN F. MESSICK

Q. Do you know if anybody at NetSuite told that to Grouse River?

A. I don't know.

Q. Do you think that would be something important for Grouse River to know?

A. Yes, and I likely said something to them. I just don't saying it.

Q. Do you know whether your time at NetSuite, did NetSuite every resolve this issue for Grouse River?

A. The downsync issue, yes, they did.

Q. How was it resolved?

A. I don't recall the specifics on that. I just know we got it fixed and they were able to utilize the POS for testing.

Q. Are you familiar with terms Omni-Channel gift card?

A. Yes.

Q. What is an Omni-Channel gift card?

A. It would be a gift card that you can use on multiple platforms as far as POS and E-commerce.

Q. Do you know whether NetSuite promised Grouse River an Omni-Channel gift card solutions?

MR. GATTEY: Objection. The document  
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KAREN F. MESSICK

speaks for itself. She already testified you would have to look to the contract.

A. I know that gift card functionality was sold to the customer and it was in the contract.

Q. I'm sorry. Mr. Gattey interrupted. Would you please state that again.

A. I do know that gift card functionality was sold to the customer.

Q. Do you know whether or not Omni-Channel gift card functionality was sold to Grouse River?

MR. GATTEY: Objection. The same objection. The document speaks for itself. She already testified you have to look back to the document.

A. Yeah, I don't recall the specifics on the gift card content in the contract. You would have to look at it.

Q. With a customer such as Grouse River expect to receive an Omni-Channel gift card solution?

MR. GATTEY: Objection. Calls for speculation.

A. Yeah, I don't know. You would have to ask Grouse River that.

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KAREN F. MESSICK

Q. Did you know whether you were involved in any discussion of providing Grouse River an Omni-Channel gift card solution at the time you were an employee of NetSuite?

A. Yes, I was.

Q. At the time NetSuite promised Grouse River an Omni-Channel gift card solution, could NetSuite provide it?

MR. GATTEY: Objection. Assumes facts not in evidence. She already testified you would have to look to the contract to see what was committed to. There was no suggestion, no foundation laid that any such promise was made.

A. All I can say is that gift card functionality was included in the contract. And we worked on it.

Q. At the time that you worked on it, was NetSuite available to provide Grouse River with an Omni-Channel gift card solution, yes or no?

A. Yes.

Q. They were?

MR. GATTEY: Asked and answered. She said yes. I know you don't like the answer, but she said yes.

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KAREN F. MESSICK

Q. How did NetSuite provide an Omni-Channel gift card solution to Grouse River?

A. We provided them specifications on the gift card requirements. We provided them the information they needed to be able to use NetSuite gift certificates on their web site and gift cards in the store.

Q. Do you know whether NetSuite represented to Grouse River that NetSuite could integrate the point-of-sale and ERP programs to provide Grouse River with a fully functioning point-of-sale and online gift card system?

MR. GATTEY: Objection. The document speaks for itself. She already testified you'd need to look at the contract to determine what was committed.

A. Yeah, gift card functionality was there and we worked on it and we gave them the specifications around what was required for the gift card functionality to function.

Q. Do you know whether that promise, that representation that you could provided fully functioning point-of-sale and online gift card system was false?

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KAREN F. MESSICK

MR. GATTEY: Objection. Assumes facts not evidence. She has never testified that any such representation was made. In fact, she testified you need to go back and look to the contract to see what was committed. So I don't appreciate your attempting to be sneaky and suggest that she's made a statement that would suggest that any representation was made to your client other than in the contract that she already testified to.

MR. KIEVE: Mr. Gattey, you know the Court rules on depositions and you have flagrantly violated those rules and I will bring that to the Court's attention. I'm trying to conduct this deposition. Most of the conversations has been you making wholly unacceptable and improper interjections and suggestions and coaching of the witness. I would ask that you stop it immediately.

MR. GATTEY: I'm not going to stop because you're assuming that she didn't already say you need to look back at the contract. So, you know, rather than wasting time trying to play gotcha and sneak things into your questions, which is wholly inappropriate, I would suggest that you actually pull out the contract and look at it.

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KAREN F. MESSICK

Q. (By Mr. Kieve) Ms. Messick, in your work on the POS system, the point-of-sale system for Grouse River, how often did you look at the contract?

A. Typically, I would look at it at the beginning of the project and then if anything came up that I felt might be out of scope, I would review it again.

Q. So I will ask you again, just to make sure, is it your testimony that during the time that you were there, NetSuite provided a fully functioning point-of-sale and online gift card system to Grouse River?

A. Yes.

Q. When did it do that?

A. At the time I left the company, I believe I recall that the customer was doing testing in the POS. So it would have been functioning at that time for them to be able to do testing.

MR. KIEVE: Would you hand the witness Exhibit No. 25.

(Exhibit No. 25 ID marked.)

Q. Turn to page 27522, email from you, November 10, 2014, 9:16 a.m. Update project issues

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KAREN F. MESSICK

needing escalation - Karen. Importance high. Updated item No. 2, "Grouse River and Kit and Ace - defect 314297 - gift cards with authorization code functionality doesn't work in current release. This is held up because development department needs to be updated by ops."

Was that a correct statement as of the time you made it on November 10, 2014?

A. I'm sure it was.

Q. Okay. Then Mr. Satish responds, "So Kit and Ace did not go-live this weekend?"

And you respond above, "Yes, they did go-live but they can't utilize gift cards at all until this is fixed."

Do you know whether that was ever fixed for Kit and Ace?

A. I don't recall if it was. But I know that they ended up using the same so I could guess and say that it got fixed.

Q. Do you know whether it was ever fixed for Grouse River?

MR. GATTEY: Objection. Asked and answered.

A. Yeah, I don't know. I don't recall.

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK  
2 MR. KIEVE: Would you hand the  
3 witness Exhibit No. 26, please.  
4 (Exhibit No. 26 ID marked.)

5 Q. This is a series of emails the last of  
6 which is dated December 27, 2014. I asked to  
7 please take a look at page 27054.

8 A. Okay.

9 Q. Email at the top of the page dated October  
10 27, 2014, you write, "I will tell you that there's  
11 an issue with the 'authorization code on card'  
12 option at the moment. We have a case file for our  
13 Dev/QA team to look at it for resolution. I would  
14 suggest you wait to switch until that is fixed  
15 because the function for it is not working at all  
16 as far as I'm aware."

17 Was that correct statement at the  
18 time you made it?

19 A. I'm sure it was. That's very specific  
20 functionality, by the way.

21 Q. Excuse me?

22 A. That's very specific functionality related  
23 to gift cards. It doesn't mean that gift cards  
24 didn't work. It meant that specific piece of the  
25 gift card functionality didn't work.

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK

2 Q. Turn to the first page of this, 27053,  
3 email from Mr. Abi Sumorin. "Hi, Karen. Thanks  
4 for the update. But this poses a serious problem  
5 for us as up until now we did not realize there was  
6 an issue with the authorization code on the card.  
7 Is this a new issue/or has it never worked? As you  
8 are aware, we are scheduled to go-live with  
9 customer 10th of November. Following our recent  
10 conversations, we opted for this option as it was  
11 the only option not requiring further development.  
12 (We have had to modify our business process to  
13 avoid development). Any insight from the product  
14 team as to when this will be resolved?"

15 You write, "Same issue with gift  
16 cards that is happening for Grouse River and Kit  
17 and Ace is now going to affect Orlebar Brown."

18 What was Orlebar Brown?

19 A. That was another customer that was in the  
20 UK.

21 Q. Okay. Where was Kit and Ace located?

22 A. I want to say New York and San Francisco.  
23 I can't remember all their locations.

24 Q. Okay. Mr. Somorin asks, "Is this a new  
25 issue bug or has it never worked?"

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK

2 Do you know the answer to that  
3 question?

4 A. I don't know the answer to that question,  
5 but I can tell you that the authorization on -- the  
6 off code on card is a very specific functionality  
7 and there is another option with gift cards that  
8 worked fine at the time. It was only the ones that  
9 had the off code on card as it specifies in these  
10 emails. That was the only piece that didn't work.  
11 There was a way for gift cards to work without  
12 that. Some customers didn't want to go that route?

13 Q. I'm sorry. What?

14 A. Some of the customers did not want to go  
15 the route of the authorization code not being on  
16 the card. So they chose to go with off code on the  
17 card, which is the part that was having an issue.  
18 But the gift card functionality did work with  
19 another route.

20 Q. Do you know whether Grouse River expected  
21 to use an authorization code on its gift cards?

22 A. I don't recall if they did, but I do  
23 recall having conversations with them explaining  
24 the different options that they would need to use  
25 and what the requirements were for each.

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK

2 Q. Do you know whether or not the  
3 authorization code issue was ever resolved for  
4 Grouse River?

5 A. I don't know.

6 MR. KIEVE: Hand the witness Exhibit  
7 No. 27, please.

8 (Exhibit No. 27 ID marked.)

9 Q. Could you turn to the last page of this  
10 exhibit. This is an email from Grahm O'Daniel at  
11 the top of the page, "Business Impact. Customer  
12 has ordered cards with online authorization codes  
13 in the track data. They cannot issue these cards  
14 until the defect is resolved. Feature sold to the  
15 customer is not working."

16 Would that indicate to you that an  
17 authorization code feature was sold to Grouse  
18 River?

19 A. No. It tells me that they were sold gift  
20 card functionality, as I stated before. There were  
21 different options on how to use the gift card  
22 functionality. And I know that I explained to them  
23 the different routes to go and they made a choice  
24 on that particular route. There was another route  
25 that they could go to as workaround.

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KAREN F. MESSICK

Q. Does this indicate to you, however, that both customers ordered cards with online authorization codes and track data. Each are sold to customers not working, that's the feature being referred to, isn't it?

A. That is the feature.

Q. Thank you.

Would you turn to the first page of this exhibit, page 28060.

A. Okay.

Q. You write at the top of the page, "This is issue will effect every customers on 11.1 or higher."

What is 11.1?

A. That would be a version of NetSuite.

Q. Okay. How many customers were on 11.1 or higher?

A. I don't know the answer to that question.

Q. Can you give me an estimate?

A. No, I can't.

Q. The title of this is NSPOS, NetSuite point-of-sale, "Cannot issue gift cards. SCCS issue gift card results in empty error message and no card issued."

ROUGH UNEDITED DRAFT

KAREN F. MESSICK

What is that referring to?

A. That's referring specifically to the -- based on what we are -- all the emails, it's referring specifically to the authorization code on the card functionality not working.

As I stated before, there was another way to go that was working where the authorization code was not on the card and the customers were all offered that option. Some of them choose not to go with the other option and wait.

Q. Then you say, "Kit and Ace and Grouse River are just three immediate needs."

Why was Grouse and immediate name?

A. I don't recall. It could have been based on the date that they wanted to go-live.

MR. KIEVE: Hand the Exhibit No. 28, please.

(Exhibit No. 28^ ID marked.)

Q. Do you know what Omni-Channel customers loyalty program is?

A. I mean, as a broad topic, yes.

Q. Do you know whether NetSuite represented to Grouse River that it could provide Grouse River with an Omni-Channel customer loyalty program?

ROUGH UNEDITED DRAFT

KAREN F. MESSICK

MR. GATTEY: I'd --

A. I don't know. You would have to look at the contract.

Q. Did you ever work on that issue?

A. I don't recall.

Q. Looking at Exhibit No. 28 in front of you, I'd ask you, and by the way, the last email has had an email from you dated August 4, 2014. I'd ask you to please take a look at page 20172.

A. Okay.

Q. Email from Jodie Barr dated 23 July 2014. "Hi Eduardo, I'm forwarding this message to you from Santiago is out of the office. See below." For background, we have been work on an Omni-Channel customer loyalty promise offering. Point-of-sale sends in orders to NetSuite in the form of invoices, not sales orders like a web site. We need to test the SuiteLoyalty bundle to see if we can generate loyalty points from the installation instead of the incoming sales order. If that works, Santiago is going to update the bundle so we have a true Omni-Channel loyalty program. You sold this as though already works to Grouse River. We are going to use Grouse River to

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KAREN F. MESSICK

test."

Is that a correct statement?

A. I don't know. I didn't write the email, nor was I included on it.

Q. Okay. You were included in this email chain, weren't you?

A. I don't know.

Q. What?

A. I don't know. I would have to look through the entire document. It looks like I have -- I'm on the first -- I'm on the last email on the chain but --

Q. That would have indicated that you would have been part, you would have received the entire chain as it was forwarded to you, correct?

MR. GATTEY: Well --

A. Correct. That doesn't mean I read the entire thing at the time that I was added.

Q. Let's turn to page 20170. Middle of the page from Nancy Roecker. Wednesday, July 23, 2014, 4:33 p.m. Subject, Omni-Channel Loyalty for Serena Fashions. Importance high. "I believe we are a few months out and thus may want to look for an earlier opportunity to test it. I have copied Dave

ROUGH UNEDITED DRAFT



1 KAREN F. MESSICK  
2 to get timing for GRO."

3 That's Grouse River, correct?

4 A. Yes.

5 Q. Then looking at the page number 20169,  
6 first page of the document, middle of the page  
7 email from Jodie Barr to various people. "Hello,  
8 Grouse River team. Please find the attached  
9 document on the Omni-Channel loyalty/rewards  
10 program. Grouse River will be the first customer  
11 to use this Omni-Channel program and it be  
12 important to test it thoroughly prior to go-live.  
13 As this is the first version of this document, any  
14 feedback you have either now or after  
15 implementation and testing will be greatly  
16 appreciated. Following the successful test and  
17 implementation, I will release the documents to the  
18 rest of the company. Note that this is internal  
19 document only."

20 Then you write at the very top of  
21 this, "Will any of this work for Grouse River for  
22 loyalty based on their needs."

23 What are you referring to there.

24 A. I really couldn't tell you. I don't  
25 recall.

ROUGH UNEDITED DRAFT

1 KAREN F. MESSICK

2 Q. Okay. You are responding to an email from  
3 Nancy Roecker, Saturday, August 2, 2014, 5:36 a.m.  
4 "Rally House project leads. Since you are the head  
5 of the Grouse River team," she's sending it to you?

6 A. No, I was copied on it. It was not sent  
7 to me.

8 Q. Okay. "Since you are the head of the  
9 Grouse River team, I'm sharing this information to  
10 assist you with the gap you identified regarding  
11 the loyalty programs for Rally House/Sampler  
12 Stores. Do you have any questions, please reach to  
13 out to Jodie, et cetera."

14 So you then are asking, "Will any of  
15 this work for TRO for loyalty based on their  
16 needs?"

17 You have no recollection what you are  
18 referring to there?

19 A. I don't remember what their specific needs  
20 were around loyalty programs. That mostly revolved  
21 on the ERP side. The POS was sort of a secondary  
22 piece to that.

23 Q. Looking back at the first page or the last  
24 one, page 21072, the email from Eduardo -- to  
25 Eduardo from Jodie Barr, do you know whether

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2 NetSuite sold an Omni-Channel customer loyalty  
3 program as though it already worked to Grouse  
4 River?

5 A. I don't know.

6 Q. Okay. Do you know whether NetSuite was  
7 going to use Grouse River as a test?

8 A. I don't know. All I can tell you is  
9 what's in this email chain. Most of which I didn't  
10 write or was included on other than cc'd.

11 Q. Do you have any information contrary to  
12 this statement that NetSuite sold to Omni-Channel  
13 the loyalty program as it already worked for Grouse  
14 River?

15 A. All I know is what is the contract and  
16 that they were sold a loyalty program.

17 Q. Okay. Do you know whether the NetSuite  
18 told Grouse River that it was going to use Grouse  
19 River as a test?

20 A. I don't know.

21 Q. Did you ever tell Grouse River that  
22 NetSuite would use Grouse River as a test?

23 A. I don't recall.

24 Q. Do you think that would be something that  
25 would be important to know if you were Grouse

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2 River?

3 A. I would want to know that, yes.

4 MR. KIEVE: Thank you. Look at  
5 Exhibit No. 29, please.

6 (Exhibit No. 29 ID marked.)

7 Q. This is a series of emails chains you may  
8 not have been copied on them, but I'm going to ask  
9 you if you have any knowledge about it. There's an  
10 email on page 25118 from Florencia Meilan. Do you  
11 know when who that person is?

12 A. I do not.

13 Q. It's to a Mr. Kath Brameld. Do you know  
14 who she is?

15 A. I don't think so.

16 Q. The title, the subject line on these  
17 emails is Loyalty Programs. The author of this  
18 email, September 30, 2014, Florencia Meilan says,  
19 "I wouldn't call it a PS solution."

20 What is a PS solution, if you know?

21 A. Professional services solutions. That  
22 would be a customization that we did in our  
23 implementation.

24 Q. Okay. She says, "It is a bundle that is  
25 coming from the old SuiteCommerce before

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1 KAREN F. MESSICK  
2 acquisition."

3 What does that refer to?

4 A. I don't know.

5 Q. SDG team, what does that refer to?

6 A. I don't know.

7 Q. It says, "SDG team has worked with it and  
8 adapted it to reference my account."

9 What is my account, if you know?

10 A. I'm not sure. It could be the customer  
11 account that they create when a create a profile on  
12 customer web site. But I'm not 100 percent sure.

13 Q. It says, "We can use what they have done  
14 as a base, but there are things that need to be  
15 refactored and adapted as the bundle has not been  
16 maintained for three years."

17 Do I read this correctly that they  
18 are talking about the loyalty program system or  
19 whatever they are doing has not been maintained for  
20 over three years?

21 MR. GATTEY: Objection. Calls for  
22 speculation.

23 A. Yeah, I really have no idea.

24 Q. Okay. If you take a look at the email  
25 shortly above that, you were included in this email

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2 chain and Ms. Meilan writes back to someone named  
3 Kath, "The bundle is also being deployed and on  
4 Grouse River account and the team is already on the  
5 ref my account integration. We can also have  
6 someone from PS demo it to you if need. But we do  
7 not have any documentation."

8 Then kind of you write -- I'm not  
9 sure what you write. It's sort of blank in here.  
10 But then she responds to you, "This is great. I  
11 didn't know someone documented it. Thank you."

12 Can you tell me what's going on here?

13 A. No, I don't have any idea. I may have --  
14 it could be that the email is blank because I just  
15 attached a document for them to read that I found.  
16 I don't know.

17 Q. You indicated you thought you left the  
18 company sometime in July of 2015; is that correct?

19 A. Yeah, could have been -- it was probably  
20 later than that. Honestly, my timelines are off.  
21 I've moved a million times. So I don't know.

22 Q. I would ask the witness to take look at  
23 Exhibit No. 31.

(Exhibit No. 31 ID marked.)

24 Q. This is an email dated May 7, 2015, from  
25 ROUGH UNEDITED DRAFT

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2 Dinesh Chaurasia. Who is that person?

3 A. I have no idea.

4 Q. This also includes a Mr. Daniel Fernandez.  
5 Do you know who he is?

6 A. I do not.

7 Q. It refers to Mr. Satish Iyer. Do you know  
8 who he is?

9 A. I do. He was my boss's boss. I don't  
10 know if he was like a senior director or something  
11 of the retail vertical. I don't remember his  
12 title.

13 Q. It says, "Daniel/Larry, we are having a  
14 meeting with GRO tomorrow." That's Grouse River,  
15 correct?

16 A. Yes.

17 Q. "Can you look at the attached spreadsheet  
18 and give me a status update so we can cover with  
19 the customer tomorrow."

20 Then I'd ask you to take a look at  
21 page 33801. An email from Ryan Murphy. Do you  
22 know who Ryan Murphy is?

23 A. Yes, he was my manager.

24 Q. He writes on May 6, 2015, "Given the  
25 customer went live on March 23 and the number of

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2 issues below, it would make sense that client  
3 management is involved to spearhead the effort and  
4 coordinate between each delivery area. POS ERP,  
5 E-Comm, TS. Have we engaged them yet?"

6 Then I would like you to turn to page  
7 33802. Do you have that?

8 A. Yes.

9 Q. It says, "Hello everyone. Hope all of you  
10 are enjoying SuiteWorld so far. As discussed, I'm  
11 relaying the detailed list of items that GRO,  
12 Grouse River, provided for us." This is as of May  
13 6, 2015. "Point-of-sale, credit cards do not  
14 transact VIA Mercury. Fixed. Workstation 6 still  
15 outstanding for configuration."

16 Do you know whether that was at that  
17 time status as of May 6, 2015?

18 A. Based on the email, I would assume that it  
19 is.

20 Q. Would that surprise you?

21 A. That something was fixed? No.

22 Q. "Gift cards do not sell or redeem using  
23 POS or scanners. Case 216354. Question of cross  
24 platform capability. I.e., gift card certificates  
25 do not transact on webstore due to system setting

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1 KAREN F. MESSICK  
2 required by POS."

3 Do you know whether that was a fact  
4 as of me 6, 2015?

5 A. I don't know.

6 Q. Do you have any reason to doubt that was a  
7 fact?

8 A. No, I guess not.

9 Q. Would that surprise you?

10 A. No.

11 Q. I would you ask you to read through all  
12 these items here and ask if any of these items  
13 would surprise you?

14 A. Give me a few minutes to read through it,  
15 will.

16 Q. Please.

17 A. The items listed under POS I would say  
18 don't surprise me. I don't really have any --  
19 enough knowledge of ERP or E-Comm to give you an  
20 educated answer.

21 Q. Based on upon what you do know about ERP,  
22 I would ask you though review those and ask if any  
23 of those would surprise you?

24 A. The reporting, yeah, that does surprise  
25 me. I know that NetSuite ERP handles serialized

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2 items. So I don't know why there would be an issue  
3 there. I don't know what script No. 3 is referring  
4 to. I also don't understand about any kind of gap  
5 in a procurement process either. It's not enough  
6 specifics for me to answer.

7 Q. Would the fact that these fundamental  
8 issues do not work or these functions do not work,  
9 would that surprise you after having gone live?

10 A. Yes, it does.

11 Q. Why?

12 A. Honestly, I don't know that I would have  
13 gone live if there were fundamental issues.

14 Q. Okay. Under the E-Comm items, would the  
15 fact that these errors and problems were still in  
16 existence as of May 6, 2015, surprise you?

17 A. Yes.

18 Q. Why?

19 A. Because the internal search feature seems  
20 like a pretty big thing. I'm surprised that that  
21 would have an ongoing problem.

22 Q. Did you have any discussions with any  
23 employees at NetSuite about your concern that  
24 NetSuite was telling Grouse River things that were  
25 false?

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2 MR. GATTEY: Objection. Misstates  
3 her testimony and I don't believe she's ever  
4 testified that things that were false were being  
5 told to the customer.

6 A. I don't recall that, no.

7 Q. Did you have any conversations with people  
8 at NetSuite that NetSuite was making  
9 representations to Grouse River about  
10 functionalities that NetSuite could not supply?

11 A. I don't recall.

12 Q. Do you recall having any discussions with  
13 David Mason-Jocksch that NetSuite was making false  
14 representations to Grouse River?

15 A. I don't recall anything specific, no.

16 Q. Do you recall anything in general?

17 A. I mean, I recall expressing frustration  
18 that projects don't go well, but that happens on  
19 every project. There is always something going on.  
20 So --

21 Q. Did you have any discussions with NetSuite  
22 employees who said, Well, we are making these  
23 representations, but we are going to try to do a  
24 workaround?

25 A. It was very frequent on all projects that

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1 KAREN F. MESSICK

2 we had to come up with workarounds for things.

3 MR. GATTEY: Loren, I've let you go a  
4 few minutes over. I will give you a few more  
5 minutes.

6 MR. KIEVE: Okay.

7 Q. Did there a come a time when a lawyer from  
8 NetSuite contacted you?

9 A. Yes.

10 Q. When was that?

11 A. I don't recall dates.

12 Q. Can you give me a rough time frame?

13 A. I mean, there have been a couple of times  
14 that they have reached out to me to let me know  
15 that there are, you know, still waiting for a  
16 deposition time or whatever, but I don't -- I  
17 really can't give you any timelines. I don't  
18 remember.

19 Q. Give me your best recollection of when you  
20 were first contacted by a lawyer from NetSuite?

21 MR. GATTEY: I don't want you to  
22 disclose any communications. I'll let you answer  
23 to the issue of time frame.

24 A. Yeah, I mean, it was probably over a year  
25 ago was the first time. I genuinely don't recall a

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1 KAREN F. MESSICK  
 2 specific date or month even.  
 3 Q. Have you ever asked to be represented by a  
 4 lawyer for NetSuite?  
 5 A. I never asked to be represented, no.  
 6 Q. Are you represented by a lawyer for  
 7 NetSuite now?  
 8 A. Yes.  
 9 Q. Do you have a contract?  
 10 MR. GATTEY: Again, I will not going  
 11 to allow him to go much further, but you may answer  
 12 that question.  
 13 A. Yes.  
 14 Q. When was that signed?  
 15 A. Within the last six months, I think. I  
 16 don't recall specifics.  
 17 Q. Was it within the last three months?  
 18 A. It could have been.  
 19 Q. Was it within the last two months?  
 20 A. I don't know.  
 21 Q. How did you come to have them represent  
 22 you?  
 23 MR. GATTEY: I'm going to object.  
 24 Calls for attorney-client privilege communications.  
 25 I'm instructing the witness not to answer.  
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1 KAREN F. MESSICK  
 2 MR. KIEVE: I don't believe it does  
 3 but I will take that -- we will deal with that  
 4 later.  
 5 Q. Did the NetSuite lawyers who talked to you  
 6 tell you had the right to have another lawyer other  
 7 than them represent you?  
 8 A. I believe they did, yes.  
 9 MR. GATTEY: Again, Loren, I'm  
 10 allowing you some leeway here, and I want to be  
 11 clear that I'm doing so as courtesy and you are not  
 12 allowed to use this that I have waived the  
 13 privilege.  
 14 Q. Did they advise you that if you asked for  
 15 another lawyer, NetSuite would pay for another  
 16 lawyer?  
 17 MR. GATTEY: I'm going to instruct  
 18 the witness not to answer. The terms of the  
 19 representation and the like are between counsel and  
 20 the client and unless you've got authority, that  
 21 requires that to be provided, I'm instructing the  
 22 witness not to answer.  
 23 Q. Why did you decide to have these layers  
 24 represent you?  
 25 MR. GATTEY: Again, I instruct the  
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1 KAREN F. MESSICK  
 2 witness not to answer.  
 3 Q. Did the lawyers advise you in writing that  
 4 you had the right to have another lawyer other than  
 5 them advise you?  
 6 MR. GATTEY: Asked and answered. I'm  
 7 instructing the witness not to answer. The  
 8 contract between the parties is attorney-client  
 9 privilege.  
 10 Q. Did the NetSuite lawyers advise you in  
 11 writing that you had the right to have another  
 12 lawyer other than them advise you as to whether you  
 13 should retain them?  
 14 MR. GATTEY: Asked and answered.  
 15 Same instruction.  
 16 Q. Did the lawyers for NetSuite advise you  
 17 that you there might be a conflict of interest  
 18 between you and NetSuite?  
 19 MR. GATTEY: Asked and answered.  
 20 Same instruction.  
 21 Q. Did they tell what that conflict might be?  
 22 MR. GATTEY: Same instruction.  
 23 Q. What did they tell you about that  
 24 conflict?  
 25 MR. GATTEY: Same instruction.  
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1 KAREN F. MESSICK  
 2 Q. Did they tell that you had a right to  
 3 consult another lawyer about a conflict with  
 4 NetSuite?  
 5 MR. GATTEY: Asked and answered.  
 6 Same instruction.  
 7 Q. Did they advise you in writing that you  
 8 had a right to consult another lawyer to consider a  
 9 conflict between you and NetSuite?  
 10 MR. GATTEY: Same instruction.  
 11 Assumes facts not in evidence. Assumes there's a  
 12 conflict.  
 13 Q. Other than your conversations with lawyers  
 14 for NetSuite, have you had any conversations with  
 15 any NetSuite people about the Grouse River lawsuit?  
 16 A. Yes.  
 17 Q. Who have you spoken to?  
 18 MR. GATTEY: Loren, just so you know,  
 19 I'm going to give you two more minutes to wrap up.  
 20 I'm giving an extra ten minutes total.  
 21 A. I spoke with David Mason-Jocksch and told  
 22 him that I had been subpoenaed and he told me that  
 23 he had been subpoenaed. And that was the end of  
 24 the discussion about the case.  
 25 Q. When did you have that conversation with  
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1 KAREN F. MESSICK  
2 him?  
3 A. I don't recall.  
4 Q. Was it within the last month?  
5 A. No.  
6 Q. Was it within the last year?  
7 A. Yes.  
8 Q. Have you spoken with anybody else at  
9 NetSuite about that --  
10 A. About what specifically?  
11 Q. About the Grouse River lawsuit.  
12 A. I have not.  
13 Q. Has anybody else communicated to you or  
14 sent you anything with respect to the lawsuit?  
15 MR. GATTEY: Other than --  
16 A. No.  
17 MR. GATTEY: Other than counsel?  
18 MR. KIEVE: Yes.  
19 A. No.  
20 MR. KIEVE: As I stated, this has  
21 been an very limited deposition with a very limited  
22 amount of time, and Ms. Messick, I appreciate you  
23 having taken the time for the deposition.  
24 As I've told Mr. Gattey and his  
25 colleague, I expect to continue and resume this  
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1 KAREN F. MESSICK  
2  
3 Examination by Mr. Gattey:  
4 Q. Ms. Messick, thanks for your time. I'm  
5 going to ask you a few questions. Mr. Kieve asked  
6 you a lot of questions about defects and escalation  
7 reports. Do you recall those questions?  
8 A. Yes.  
9 Q. Were such communications about fixing  
10 issues and escalations atypical?  
11 A. No.  
12 Q. Tell me more.  
13 A. That happens on every project. There's  
14 never a project that goes by without some sort of  
15 issue that you need to talk about or escalate, but  
16 that doesn't mean they don't get fixed.  
17 Q. What about people saying urgent, needs to  
18 be fixed immediately, is that something you would  
19 see on other projects?  
20 A. All the time. It's mostly to get  
21 people's --  
22 MR. KIEVE: Objection to form.  
23 A. -- people's attention to make sure they  
24 are aware what's going on so we can make it  
25 priority.  
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1 KAREN F. MESSICK  
2 deposition after you've fully recovered from your  
3 treatment and I wish you a full and speedy recovery  
4 on that.  
5 And as Mr. Gattey has said, I'm out  
6 of time. So I will suspend, but not complete,  
7 close this deposition.  
8 MR. GATTEY: Sure. I will note that  
9 we serve the right to argue that there's no reason  
10 that you should be able to continue the deposition  
11 when a lot of issues and time constraints were  
12 caused by your not being here, not preparing  
13 documents that the court reporter might have, and  
14 having various technical issues that we envisioned  
15 at the time noted and that still occurred and took  
16 a lot of time that Ms. Messick should not have had  
17 to deal with.  
18 We will take a five-minute break,  
19 come back, and finish up shortly.  
20 MR. KIEVE: Okay.  
21 THE VIDEO OPERATOR: We are going off  
22 the record at 3:40.  
23 (Recess taken.)  
24 THE VIDEO OPERATOR: We are back on  
25 the record at 3:46.  
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1 KAREN F. MESSICK  
2 Q. How many projects over the course of your  
3 time at NetSuite did you work on with respect to  
4 implementation?  
5 A. Over -- at least over 50. Could be close  
6 to 100.  
7 Q. Would you consider the Grouse River  
8 project atypical as, you know, compared to other  
9 projects you worked on?  
10 A. No, it's very typical.  
11 MR. KIEVE: Objection. Excuse me.  
12 Hold on. Would you take a moment and pause and  
13 allow me to frame a objection before you answer.  
14 THE WITNESS: Sure.  
15 MR. KIEVE: Objection to the form of  
16 the question.  
17 Q. (By Mr. Gattey) Tell me about other  
18 customers that you worked with and whether any of  
19 those customers have gone live with the NetSuite  
20 solution?  
21 MR. KIEVE: Objection to form of the  
22 question.  
23 A. Should I answer?  
24 Q. Yes, you can answer. He is just making a  
25 record.  
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A. Okay. I never had a customer that didn't go live and they all had issues. That's just how it goes.

Q. Having issues -- well, when we say "having issues," what do you mean by the term "issues"?

A. It could be anything from one particular item didn't download to all of the items didn't download. It could have taken two days to fix something. It could have taken two months to fix something.

We either worked a customer on a workaround to get around the issues or we extended their timeline or we figured out another way to get it to work and do what they needed. But that's how it goes on all projects and implementation.

Q. Now, you were at Grouse River when the project went live, correct?

A. I don't recall really. I had too many projects going on at the time.

Q. Are you aware that Grouse River used the NetSuite solution for many years after the project went live?

MR. KIEVE: Objection. Lack of foundation.

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A. That's my understanding, yes.

Q. Did you make any false statements to Grouse River?

A. I don't believe I did, no.

Q. Are you aware any NetSuite employee, officer, director, anyone affiliated with NetSuite, making any false statements to anyone at Grouse River?

A. Not that I am aware.

Q. Are implementation projects typically complicated?

A. Absolutely.

Q. Why?

A. There are a lot of factors. The customer, the vendor, any third parties that might be involved doing integration. The customer has to be prepared. They have to be organized. We have to be prepared and organized. And it's very rare that all of those things happen together.

Q. In connection with Grouse River, there were third-party vendors who also had obligations related to the implementation as well, correct?

A. I recall, yes, there were some.

Q. In your experience, is there ever friction

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between the sales team and the professional services team?

A. Always.

Q. How about between the services team and the product team?

A. Of course.

Q. Why is that?

A. Because the sales team and the product team aren't dealing with customers. So there's always an extra layer of what kind of communication has to happen for professional services because we are dealing directly with the customer in the nitty-gritty after they be sold the product, and they sometimes will realize after we've gotten in the middle of something that there's additional thing that they need, that we have to charge them for or, you know, something they forgot to tell us that they needed. That happens all the time on almost every project I've ever managed.

Q. Mr. Kieve earlier asked you questions about when you would review the contract between the parties. Do you recall that question?

A. I do.

Q. Why would you want to look at the contract

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KAREN F. MESSICK

and look at the statement of work?

A. I --

MR. KIEVE: Objection to the form of the question.

A. I'm sorry. I always want to look at the contract because as the person managing the project, I need to know what they were sold so that I can determine what's in scope and what's out of scope so that if the customer asks me for additional work that's not included in the contract, I can create a change order and we can charge for the extra cost for that work.

Q. Is it your testimony that contractual documents are supposed to accurately reflect what NetSuite was selling and what the customer was buying?

A. Yes.

MR. KIEVE: Objection to the form of the question.

Q. How many projects have you been involved in where everything went smoothly and there were no escalations or defects?

A. Zero.

Q. Why is that?

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MR. KIEVE: Objection to the form of the question.

A. There is -- nothing ever goes 100 percent smoothly in software implementation. It just doesn't happen.

Q. Whose responsibility is it to figure out what the customer needs? Is it the responsibility of the customer or NetSuite?

MR. KIEVE: Objection to the form of the question.

A. It's the responsibility of both parties --

Q. Okay.

A. -- to do business requirements and talk about scope and what the needs are. That doesn't mean that all of that comes out necessarily in the first discussion.

So that's why change orders happen because people don't necessarily anticipate everything at the beginning, and they don't realize that they need things until later in the process and that's when you do a change order and, you know, talk about the additional work that has to be done.

Q. Do you know what efforts, if any, Grouse

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River engaged in to determine its requirements before it signed a contract with NetSuite?

MR. KIEVE: Objection. Lack of foundation.

A. I was not involved in the presales or sales process. So I'm not aware.

Q. Did you ever learn whether or not Grouse River had retained anyone to assist it with understanding it's requirements a third party before moving forward?

A. I'm not aware.

MR. KIEVE: Objection.

Q. Based on your experience, did NetSuite work hard to address the issues that Grouse River was raising?

MR. KIEVE: Objection to the form of the question.

A. Yes.

Q. Did they agree to do nonbillable work at Grouse River's request?

A. Yes.

MR. KIEVE: Objection to the form of the question.

Q. Where are the customer's requirements sets

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forth so everybody knows whose doing what?

A. That would be in the business requirements document.

Q. Would that also be in a statement of work?

A. Absolutely.

Q. Those documents, are those documents that NetSuite issues?

A. So NetSuite issues the statement of work and the customer signs that. And they also have to sign off on the requirements documents.

Q. When you say, "sign off on the requirements document," what do you mean?

A. They have to review everything included and if they feel there is something that's not included in the document, they need to let us know so we can add that in.

Q. What's a gap?

A. A gap is something that we are not able to do with the software. Sometimes it can be a gap that's not addressed. Sometimes it can be a gap that would be addressed with a workaround.

Q. If NetSuite identifies a gap based on what they are told that the customer wants, how is that documented?

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A. That would be in the business requirements document.

Q. Do you recall reviewing the business requirements document for Grouse River?

A. I'm sure I did at some point. I don't specifically recall everything in the document.

Q. In your experience did Grouse River have a sophisticated IT department?

A. No.

MR. KIEVE: Objection to the form. Lack of foundation.

Q. Let's address Mr. Kieve's concern.

Have you had the opportunity to work with many customers over the years who are implementing projects?

A. Yes.

Q. Is it helpful to a project to have a sophisticated and experienced IT department for you to be able to do what you need to do?

A. Yes.

MR. KIEVE: Objection to the form.

Q. Mr. Kieve asked you earlier about all communication that you had being stored in a NetSuite system. Do you recall that?

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A. I do.

Q. Okay. So I just want to make sure I understand. Every time that you had a meeting or a phone call or generated a document, those documents were all captured in this system?

A. They could or could not be.

Q. What do you mean by that?

A. So sometimes you remember to attach documents or meeting minutes and sometimes you don't. So I can't say that all documentation was captured in the NetSuite system attached to the project. But like the emails are always there.

Q. In your experience, was it the important documents or the final documents that actually got attached to the NetSuite system, or I think his term was posted?

A. Yes.

MR. KIEVE: Objection to the form of the question.

A. Anything that was important, any kind of sign-off documentation or contracts and things like that were all saved in the.

MR. GATTEY: I believe I'm almost finished. I'm going to go off the record for two  
ROUGH UNEDITED DRAFT

KAREN F. MESSICK

minutes and just confirm that and we maybe done.

THE VIDEO OPERATOR: We are going off the record at 3:59.

(Recess taken.)

THE VIDEO OPERATOR: We are back on record at 4:02.

Q. (By Mr. Gattey) Ms. Messick, in Exhibit 31, Mr. Kieve referred to a number of issues that allegedly continued after go-live. Do you recall that discussion?

A. Yes.

Q. Who decides whether to go-live or not?

A. So typically that's a decision made with the vendor and the customer together.

Q. So it may have been that NetSuite said, Let's hold off. Let's wait a little bit more, and the customer said, No, I want to go-live. Let's go ahead and do this. I don't care whether you believe we are ready or not?

MR. KIEVE: Objection to the form of the question. Foundation.

A. Yes, that could happen and it has happened with other customers I've worked with.

Q. There was -- Mr. Kieve referenced a  
ROUGH UNEDITED DRAFT

KAREN F. MESSICK

document that talked about Grouse River being one of the first to use a new solution. Do you recall that?

A. Yes.

Q. Do you know whether NetSuite told Grouse River during the presales process that they were going to be the first customer to use that solution?

MR. KIEVE: Objection. Lack of foundation.

A. I don't have any idea.

Q. Would it also be the case you don't know whether Grouse River received a very significant discount in part because they were going to be the first customer on that solution?

MR. KIEVE: Objection. Lack of foundation.

A. I don't know.

MR. GATTEY: I have no further questions.

Loren, do you have any follow-up?

MR. KIEVE: No.

MR. GATTEY: Okay. Thank you.

THE VIDEO OPERATOR: This concludes  
ROUGH UNEDITED DRAFT

KAREN F. MESSICK

today's deposition.

We are off the record at 4:04.

Excuse me 4:05.

(Deposition suspended at 4:05 p.m.)

ROUGH UNEDITED DRAFT

Rough Transcript

Page 142

KAREN F. MESSICK  
CERTIFICATE

I, KAREN F. MESSICK, do hereby certify that I have read the foregoing transcript of my testimony, and I further certify that said transcript is a true and accurate record of said testimony.

Signed under the penalties of perjury  
this       day of       , 2018.

KAREN F. MESSICK

ROUGH UNEDITED DRAFT

Page 143

KAREN F. MESSICK  
CERTIFICATE

[illegible]

I, Robert M. Bramanti, Registered  
Merit Reporter and Notary Public within and for the  
Commonwealth of Massachusetts, do hereby certify:

That, KAREN F. MESSICK, the witness whose deposition is hereinbefore set forth, was duly sworn by me, and that the foregoing transcript is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties in this matter by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have  
hereunto set my hand and seal this  
day of 2018.

Notary Public

My Commission expires:  
September 25, 2020

ROUGH UNEDITED DRAFT

## Exhibit 2

**From:** Karen Messick  
**To:** [lk@kivelaw.com](mailto:lk@kivelaw.com)  
**Subject:** Grouse River case - Karen Messick NetSuite exit documents  
**Date:** Monday, June 13, 2016 5:23:20 AM  
**Attachments:** [8 - Exhibit B Termination Certification \(Outside CA\).pdf](#)  
[9 - Legal Plan Portability Procedures.pdf](#)  
[Termination Letter Karen Messick.pdf](#)  
**Importance:** High

---

Mr. Kieve,

After we spoke on the phone, I decided to look through my exit documents from when I resigned from NS in March 2015.

I've attached the documents and you can tell me if I am allowed to speak with you about the case against NS or not.

I'm more than happy to provide some information to you, but only if I can do so legally.

Karen

**EXHIBIT B**

**NETSUITE INC. TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to NetSuite Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the NetSuite Inc. At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me (the "**Agreement**"), including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including, without limitation, trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from the date of my termination, I will abide by my non-solicitation and non-competition obligations set forth in **Sections 8 and 9** of the Agreement. I agree that nothing in this paragraph shall affect my continuing obligations under the Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 2** (Confidentiality) thereof.

After leaving the Company's employment, I will be employed by \_\_\_\_\_ in the position of \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

Address for Notifications: \_\_\_\_\_  
\_\_\_\_\_



# PORTABILITY PROCEDURES

## HYATT LEGAL PLANS, INC.

If you wish to continue your legal plan benefit after retiring or terminating employment, you must enroll for portable enrollment within **30 days** of your last day of employment.

To apply for portable enrollment:

- An employee needs to call Hyatt's Client Service Center at **1-800-821-6400**, Monday-Friday (8am - 7pm ET). A highly trained Client Service Representative will assist you in the application process.
- Enrollment is prepaid via remittance of a lump sum payment equal to the legal plan's monthly rate times 30 months.
- Your canceled check or credit card statement will serve as confirmation of your enrollment.
- Portable enrollments will remain effective for a 30 month period and refunds will not be issued.
- Under portable enrollment, dependent definitions are the same as those for active Employees.
- The covered services and exclusions are the same as those under your current plan. Please visit **[www.legalplans.com](http://www.legalplans.com)** or call **1-800-821-6400** for plan details.

If you should have any questions, please do not hesitate to call Hyatt's Client Service Center.

**Hyatt Legal Plans**

A MetLife® Company



March 12, 2015

Karen E. Messick  
160 Cambridge Park Dr, #134  
Cambridge, MA 02140

*RE: Change of Employment Status and Exit Information*

Dear Karen:

This letter is to confirm that your employment status with NetSuite Inc. has changed effective March 12<sup>th</sup>, 2015 due to: VOLUNTARY Termination.

Enclosed are the following documents for your review and/or signature:

- Final Paycheck—Via Direct Deposit
- Exhibit B— NetSuite, Inc. Termination Certification
- Employee Contact Sheet
- Direct Deposit Authorization
- Massachusetts Unemployment Insurance Information
- COBRA Notification Form
- Stock Options and Restricted Stock Units (RSU's) Fact Sheet
- Liberty Mutual Life Insurance Conversion Information & Application
- Hyatt Legal Plan Conversion Information

## **HEALTH BENEFITS**

If you participate, your medical, dental, and vision coverage will expire at midnight on 31<sup>st</sup> of March. Effective, 1<sup>st</sup> of April 2015, you become eligible for COBRA (Consolidated Omnibus Budget Reconciliation Act) which provides eligible individuals with the ability to continue group health insurance benefits during periods of unemployment. Within the next 10 business days, WageWorks, NetSuite's, COBRA Administrator, will mail you COBRA information and the necessary election forms. If you have any questions about your benefits and COBRA coverage, please contact WageWorks directly at 1 (877) 502-6272.

## **STOCK OPTIONS and/or RESTRICTED STOCK UNITS - *Time Sensitive Action Required***

E\*TRADE Financial will send you a closing statement within the next 10 business days.

1. Immediately update your E\*TRADE account with your personal email address and contact information to continue receiving important information regarding your E\*TRADE account.



2. Review the Stock Options and Restricted Stock Units (RSU's) Fact Sheet to determine if action is required. Please note that you must take action to exercise any vested Stock Options (only) within 3 months of your last date of employment or your opportunity to do so will be lost.

If you have additional stock questions, please contact an E\*TRADE Corporate Account representative directly, 5 days a week, 24 hours a day at 1 (800) 838-0908.

#### **401K PLAN**

If enrolled in NetSuite's 401k program, please contact Fidelity customer service directly at (800) 835-5097 to request an Action Package to rollover funds within or outside of Fidelity, and to update your email address so you are able to receive important 401k updates.

Please feel free to contact me at (650) 627-1249 or [HRUSA@netsuite.com](mailto:HRUSA@netsuite.com) if you have any questions.

On behalf of NetSuite, I wish you much success in your future endeavors.

Sincerely,

A handwritten signature in black ink that reads 'Cindy Domingo'.

Cindy Domingo  
HR Generalist

## Exhibit 3

June 15, 2016

Memo to file:

Telephone conversation with Karen Messick, former NetSuite Project Manager on the Grouse River project.

508 735 0091

I asked her for a brief overview:

She said that NetSuite had problems with serialization, and made Grouse River pay for it, which should have been covered by the basic contract.

NetSuite represented that it had a mobile solution for any device for the POS. That was false. It had a solution for only one mobile device.

They don't tell customers this.

She asked the company why they were telling customers this, and they said they thought they could provide a work-around solution.

NetSuite promised an omni-channel gift card solution. NetSuite could not provide it, and knew it could not provide it.

Grouse River is not the only company NetSuite defrauded. There were many others.

A number of them "de-booked" – i.e., disconnected – the POS system because it did not work.



Exhibit 4

## UNITED STATES DISTRICT COURT

for the

Northern District of California

Grouse River Outfitters Ltd.

Plaintiff

v.

NetSuite, Inc.

Defendant

Civil Action No. 16-cv-2954 LB

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Karen Messick, c/o Paul J. Byrne

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Described in the attached "Attachment A."

Place: Loren Kieve, c/o Kenneth Berman, Nutter, McClennan & Fish LLP, 155 Seaport Blvd., Boston, MA 02210 (as a courtesy and not as counsel).

Date and Time:

09/04/2018 10:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

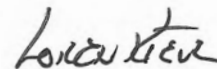
Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/21/2018

CLERK OF COURT

OR



Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party)

Grouse River Outfitters Ltd., who issues or requests this subpoena, are:

Loren Kieve, Kieve Law Offices, 2655 Steiner Street, San Francisco, CA 94115, lk@kivelaw.com, 415 364 0060

## Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 16-cv-2954 LB

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* Karen Messick, c/o Paul J. Byrne, her counsel  
on *(date)* 08/21/2018.

☒ I served the subpoena by delivering a copy to the named person as follows: By next day UPS, to  
Paul J. Byrne, Cornerstone Law Group, 351 California Street, Suite 600, San Francisco, California 94104

on *(date)* 08/21/2018; or

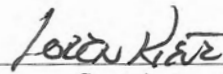
☐ I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ 50.00.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: 08/21/2018



*Server's signature*

Loren Kieve

*Printed name and title*

Kieve Law Offices, 2655 Steiner Street, San Francisco, CA 94115

*Server's address*

Additional information regarding attempted service, etc.:



**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Attachment A

1. Any personal computer, laptop, mobile phone, smart phone, hard drive, storage device, iCloud or other web-based account or other device on which e-mails or text messages were sent or received or stored between June 3 and 16, 2016.
2. Documents sufficient to identify your internet service provider or providers for the period between June 3 and 16, 2016.
3. Documents sufficient to identify your telephone, mobile telephone or smart phone provider or providers for the period between June 3 and 16, 2016.
4. Any telephone bills reflecting phone calls or text messages sent or received on any telephone or mobile phone or smart phone, including without limitation the phone with the number 508 735 0091, between June 3 and 16, 2016.



**Kieve Law Offices**  
2655 STEINER ST.  
SAN FRANCISCO, CA 94115-1141  
(415) 364-0060

CITIBANK, N.A.  
2198 CHESTNUT ST.  
SAN FRANCISCO, CA 94123  
90-7118/3211

8/21/2018

PAY TO THE ORDER OF KAREN MESSICK

\$\*\*50.00

Fifty Only\*\*\*\*\*

DOLLARS

PROTECTED AGAINST FRAUD



MEMO

Subpoena Duces Tecum fees

*Kieve Law*

MP

⑈000797⑈ ⑆321171184⑆ 202810271⑈

## Exhibit 5

## UNITED STATES DISTRICT COURT

for the

Northern District of California

Grouse River Outfitters Ltd.

Plaintiff

v.

NetSuite, Inc.

Defendant

Civil Action No. 16-cv-2954 LB

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Karen Messick, c/o Paul J. Byrne

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Described in the attached "Attachment A."

Place: Kieve Law Offices, 2655 Steiner Street, San Francisco,  
CA 94115

Date and Time:

07/31/2018 1:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/17/2018

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party)

Grouse River Outfitters Ltd., who issues or requests this subpoena, are:

Loren Kieve, Kieve Law Offices, 2655 Steiner Street, San Francisco, CA 94115, lk@kivelaw.com, 415 364 0060

## Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 16-cv-2954 LB

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for (name of individual and title, if any) Karen Messick, c/o Paul J. Byrne  
on (date) 07/17/2018 .

☒ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

Paul J. Byrne, Cornerstone Law Group, 351 California Street, Suite 600, San Francisco, California 94104

\_\_\_\_\_ on (date) 07/17/2018 ; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_

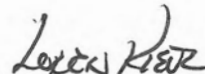
Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ 50.00 .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: 07/17/2018



\_\_\_\_\_  
Server's signature

Loren Kieve

\_\_\_\_\_  
Printed name and title

Kieve Law Offices, 2655 Steiner Street, San Francisco, CA 94115

\_\_\_\_\_  
Server's address

Additional information regarding attempted service, etc.:



**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

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- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

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**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

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**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



## **ATTACHMENT A**

### **INSTRUCTIONS:**

The following instructions apply to this subpoena for documents:

#### **1. ORIGINAL DOCUMENTS**

In producing these documents, you are requested to produce originals, not copies, of the documents requested. You are also requested to furnish all documents known or available to you, regardless of whether these documents are held or produced directly by you or your agent, employees, representatives, investigators, partners, or by your attorneys or their agents, employees, representatives or investigators. The documents sought by this request for production shall include not only those documents in the dominion or control of yourself, or your representatives or agents, but also those that are held by anyone on your behalf, and not merely documents as are known to you of your own personal knowledge.

#### **2. COPIES**

If a document was prepared in several copies, or if additional copies were made, and if the copies are not identical or are no longer identical because of subsequent notations or modifications, including notations on the front and the back of the pages, then each non- identical copy is a separate document and should be produced.

#### **3. USUAL COURSE OF BUSINESS**

Please produce the requested documents, including electronically stored information (ESI), as kept in the usual course of business, or organized and labeled to correspond to the categories in the request.

#### 4. PRIVILEGES

If you withhold any document based on a claim that it is properly entitled to limitation of discovery, please identify each such document withheld by providing the following information:

A. The date of the document;

B. The subject to which the document relates;

C. The author of the document, and the author's address;

D. The name of the recipient, addressee, or party for whom such document was intended, and the name of all other persons to whom the document or copies thereof were furnished, as well as those to whom it, or copies thereof, became available at any time, together with the job title and address of each person so identified; and,

E. The basis for the privilege. If you assert a privilege as to any portion of any category of materials requested herein, please produce the remainder of that category as to which you do not assert a privilege.

#### 5. LOST DOCUMENTS

If any document to be produced was, but is no longer in your possession and control, or is no longer in existence, state whether it is:

(1) Missing or lost, destroyed or transferred voluntarily or involuntarily to others, and if so, to whom; or how otherwise disposed of; and,

(2) For each such instance, explain the circumstances surrounding the authorization for such disposition; the person authorizing such disposition; and the date of such disposition.

## 6. FORMAT OF PRODUCTION

Electronic Documents and Communications should be produced in native format if they are in any of the following formats: .pst, .pdf, .doc., .docx, .xls, .ppt or .pdf. For all other electronic documents in other formats, please contact counsel for the issuing party to confer on the appropriate form for production. No metadata should be modified or deleted in your production of documents.

### **DEFINITIONS:**

1. “Grouse River” means Grouse River Outfitters, Ltd and, where appropriate in the context, any of its past or present officers, directors, shareholders, parents, subsidiaries, agents, representatives, employees, attorneys, accountants and/or investigators.
2. “NetSuite” means NetSuite Inc., and, where appropriate in the context, any of its past or present officers, directors, shareholders, parent (including Oracle, Inc.) subsidiaries, agents, representatives, employees, attorneys, accountants and/or investigators.
3. “Person” means any individual and entity, including, without limitation, sole proprietorship, associations company, partnership, joint venture, corporation, trust or estate, firm, agency, board, authority, commission, office or other business or legal entity, whether private or governmental.
4. “Communication” means any meeting, conversation, letter, e-mail, memorandum, or other exchange of information transmitted in whatever form from one or more persons to one or more other persons, including, without limitation, drafts, facsimiles, and copies, as well as originals.

5. “Document” refers to and means any writing and recording, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including but without limitation to e-mail and attachments, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations working papers, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments, graphics, photographs, charts, videotape, recordings, plans, drawings, surveys, electronic, mechanical, magnetic, optical or electrical records of any kind, computer files and programs, including metadata.

**DOCUMENTS TO BE PRODUCED:**

1. Each document related to any work you did while employed by NetSuite that involved Grouse River.
2. Each communication related to the work done by any NetSuite employee that involved Grouse River.
3. Each contract or agreement you entered into with NetSuite.
4. Each communication between you and NetSuite related to Grouse River.
5. Each communication between you and any person purporting to represent NetSuite, including any attorney, purporting to represent NetSuite, related to Grouse River.
6. Each Instant Messaging or “IM” communication related to Grouse River.

7. Each e-mail related to Grouse River.
8. Each document related to any contract or agreement between NetSuite and Grouse River.
9. Each document reflecting any payment or anticipated payment to you from NetSuite in connection with the lawsuit Grouse River has filed against NetSuite.
10. Each document reflecting any communication from NetSuite or its counsel to you regarding the terms on which NetSuite's counsel would also purport to represent you.



## Exhibit 6

1 Scott D. Gattey (Bar No. 180875)  
GATTEY LAW OFFICE  
2 1001 Laurel Street, Suite C  
San Carlos, CA 94070  
3 Telephone: (650) 596-7123  
Fax: (866) 371-3491  
4 scott@gatteylaw.com

5 Paul J. Byrne (SBN 190860)  
CORNERSTONE LAW GROUP  
6 351 California St Ste 600  
San Francisco CA 94104  
7 (415) 357-2094 tel  
(415) 655-8238 fax  
8 pbyrne@cornerlaw.com

9 Attorneys for NetSuite Inc.

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13

14 GROUSE RIVER OUTFITTERS, LTD.,

15 Plaintiff,

16 v.

17 NETSUITE INC.,

18 Defendant.  
19

CASE NO. 16-CV-02954 LB

**NON-PARTY KAREN MESSICK'S  
OBJECTIONS TO PLAINTIFF GROUSE  
RIVER OUTFITTERS, LTD'S SUBPOENA**

20  
21 Pursuant to Federal Rule of Civil Procedure Rule 45, non-party Karen Messick  
22 ("Messick"), hereby objects to Plaintiff Grouse River Outfitters, Ltd.'s ("Grouse River" or  
23 "Plaintiff") Subpoena to Produce Documents, Information, or Objects or to Permit Inspection  
24 of Premises in a Civil Action dated August 21, 2018 (the "Subpoena"). As a general matter, all  
25 of the Requests in the Subpoena seek materials far beyond what is appropriate under the  
26 revised discovery provisions of the Federal Rules of Civil Procedure, which were recently  
27 amended to require that discovery requests be proportional to the issues in dispute. Messick is  
28

1 currently undergoing treatment for serious health problems and the Subpoena is calculated to  
2 harass and intimidate her in retaliation for Plaintiff's counsel's failure to obtain favorable  
3 testimony for Plaintiff's case at Messick's recent deposition.

4 **GENERAL OBJECTIONS**

5 1. Messick asserts these General Objections with respect to each and every  
6 document request contained in the Subpoena.

7 2. Messick objects to the Subpoena in its entirety and to each individual document  
8 request included therein, to the extent that the categories of documents in each and every  
9 request set forth in the Subpoena are vague, ambiguous and overbroad and as such Messick is  
10 not able to respond.

11 3. Messick objects to the Subpoena in its entirety and to each individual document  
12 request included therein, on the ground that compliance with the Subpoena would impose an  
13 undue burden on Messick because the scope of the Subpoena is overbroad, and seeks not in  
14 Messick's possession because she no longer has access to her employee email account and  
15 other digital storage.

16 4. Messick objects to the Subpoena in its entirety because the requests are not  
17 proportional to the issues and damages in dispute. Even if Messick could comply, she would  
18 be required to devote a substantial amount of time collecting, reviewing, and processing  
19 documents and to hire outside counsel to do the same. To respond, Messick should require  
20 Grouse River to reimburse the expense associated with searching for, reviewing and producing  
21 non-confidential and non-privileged information (including attorneys' fees). Grouse River  
22 should be required to pay such fees because a nonparty is protected from undue expense in  
23 responding to a subpoena.

24 5. Messick objects to the Subpoena in its entirety and to each individual document  
25 request included therein, on the ground that the Subpoena requests documents the production of  
26 which would require Messick to disclose trade secret, proprietary, competitively sensitive,  
27 and/or other confidential information.

1           6.       Messick objects to the Subpoena in its entirety and to each individual document  
2 request included therein, to the extent the Subpoena seeks documents containing  
3 communications or other matters protected by the attorney-client privilege, the attorney work-  
4 product doctrine, and/or other applicable privileges or doctrines.

5           7.       Messick objects to the Subpoena in its entirety and to each individual document  
6 request included therein, on the ground that the Subpoena requests materials that would be  
7 more easily obtained, without undue hardship, directly from the parties in the above-captioned  
8 matter.

9           8.       Messick objects to the Subpoena in its entirety and to each individual document  
10 request included therein, on the ground that the Subpoena requests materials that have already  
11 been produced by the parties in the above-captioned matter.

12           9.       Messick objects to the Subpoena in its entirety and to each individual document  
13 request included therein, on the ground that the Subpoena fails to allow a reasonable time to  
14 respond.

15           10.      Messick objects to the Subpoena in its entirety and to each individual document  
16 request included therein, on the ground that the Subpoena seeks information that invades her  
17 privacy as an individual non-party by requiring her to produce volumes of personal  
18 information.

19           11.      The foregoing General Objections shall be deemed to be incorporated in full into  
20 each response set forth below.

21           Subject to the foregoing General Objections and without waiving any of them, Messick  
22 responds to Plaintiff's requests as follows:

23       **REQUEST NO. 1:**

24       Any personal computer, laptop, mobile phone, smart phone, hard drive, storage device, iCloud  
25 or other web-based account or other device on which e-mails or text messages were sent or  
26 received or stored between June 3 and 16, 2016.

**SPECIFIC OBJECTIONS TO REQUEST NO. 1:**

Messick objects to this Request as being overbroad, vague, and ambiguous and overly burdensome. Messick, as a non-party, cannot be expected to transfer possession of all of her electronic devices to Plaintiff's counsel. Messick objects to this Request because the request is not proportional to the issues and damages in dispute. Messick further objects to this Request to the extent that it seeks access to her cloud storage accounts rather than the production of documents therefrom. Messick further objects to this Request as seeking irrelevant information not likely to lead to the discovery of relevant evidence and not proportional to the issues in dispute in this matter. Without waiving the foregoing, Messick responds that she is not in possession, custody, or control of any documents or things responsive to this Request.

**REQUEST NO. 2:**

Documents sufficient to identify your internet service provider or providers for the period between June 3 and 16, 2016.

**SPECIFIC OBJECTIONS TO REQUEST NO. 2:**

Messick objects to this Request as seeking irrelevant information not likely to lead to the discovery of relevant evidence and not proportional to the issues in dispute in this matter. Without waiving the foregoing, Messick responds that she is not in possession, custody, or control of any documents responsive to this Request.

**REQUEST NO. 3:**

Documents sufficient to identify your telephone, mobile telephone or smart phone provider or providers for the period between June 3 and 16, 2016.

**SPECIFIC OBJECTIONS TO REQUEST NO. 3:**

Messick objects to this Request as seeking irrelevant information not likely to lead to the discovery of relevant evidence and not proportional to the issues in dispute in this matter. Without waiving the foregoing, Messick responds that she is not in possession, custody, or control of any documents responsive to this Request.



**REQUEST NO. 4:**

Any telephone bills reflecting phone calls or text messages sent or received on any telephone or mobile phone or smart phone, including without limitation the phone with the number 508 735 0091, between June 3 and 16, 2016.

**SPECIFIC OBJECTIONS TO REQUEST NO. 4:**

Messick objects to this Request because the request is not proportional to the issues and damages in dispute. Messick further objects to this Request as seeking irrelevant information not likely to lead to the discovery of relevant evidence and not proportional to the issues in dispute in this matter. Without waiving the foregoing, Messick responds that she is not in possession, custody, or control of any documents responsive to this Request.

Dated: August 31, 2018

GATTEY LAW OFFICE

By: /s/ Scott D. Gattey  
Scott D. Gattey  
Attorneys for NETSUITE INC.

**CERTIFICATE OF SERVICE**

I am a citizen of the United States and a resident of the State of California. I am employed in the City and County of San Francisco, State of California; I am over the age of 18 years and not a party to the within action; my business address is 351 California St Ste 600, San Francisco, California 94104. On August 31, 2018, I served:

**NON-PARTY KAREN MESSICK'S OBJECTIONS TO PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD'S SUBPOENA**

on the interested parties in this action by the following means:

- ☐ BY PERSONAL SERVICE. I caused to be personally delivered the above listed document(s) to the person(s) at the address(es) listed below by leaving the documents at the attorney's office in an envelope clearly labeled to identify the attorney being served with a receptionist or individual in charge of the office.
- ☒ BY UNITED STATES MAIL. I enclosed the above listed document(s) in a sealed envelope addressed to the person(s) at the address(es) listed below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid thereon.
- ☐ BY OVERNIGHT DELIVERY. I enclosed the above document(s) in an envelope provided by an overnight delivery carrier and addressed to the person(s) below. I placed the envelope for collection and overnight delivery at a regularly utilized dropbox of the overnight delivery carrier.
- ☒ BY ELECTRONIC SERVICE. Based on a court order or an agreement of the parties to accept electronic service, I caused the document(s) to be sent to the persons at the electronic addresses listed below.

Kieve Law Offices  
Loren Kieve, Esq.  
2655 Steiner Street  
San Francisco, CA 94115

Attorney for Plaintiffs Grouse River  
Outfitters, LTD.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on August 31, 2018, in San Francisco, California.

\_\_\_\_\_  
/s/ Paul J Byrne

Paul J Byrne

Exhibit 7

1 KIEVE LAW OFFICES  
Loren Kieve (Bar No. 56280)  
2 2655 Steiner Street  
San Francisco, California 94115-1141  
3 Telephone: (415) 364-0060  
Facsimile: (435) 304-0060  
4 [lk@kivelaw.com](mailto:lk@kivelaw.com)

5 Counsel for Plaintiff  
Grouse River Outfitters, Ltd.

6 UNITED STATES DISTRICT COURT FOR THE  
7  
8 NORTHERN DISTRICT OF CALIFORNIA  
9  
10 San Francisco Division

GROUSE RIVER OUTFITTERS, LTD

11 ,

Plaintiff,

12 vs.

13 NETSUITE, INC.,

14 Defendant.

**CASE NO. 16-CV-02954 LB**

**PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD.'S FOURTH  
DOCUMENT REQUESTS TO  
DEFENDANT NETSUITE, INC.**

15  
16 Plaintiff Grouse River Outfitters, Ltd (“Grouse River”) requests defendant NetSuite, Inc.  
17 (“NetSuite”) produce the following documents for inspection and copying at a time and place to  
18 be agreed on by counsel.

19 The definitions and instructions set forth in NetSuite’s November 28, 2016 first request for  
20 the production of documents to Grouse River apply to these requests.

21 **REQUEST NO. 127:**

22 Each document reflecting any communication between NetSuite or any former employee  
23 of NetSuite and any other former NetSuite employee after June 3, 2016 to the present time relating  
24 to this civil action.

25 **REQUEST NO. 128:**

26 Each document reflecting any communication between NetSuite or any former employee  
27 of NetSuite and Karen Messick after June 3, 2016 to the present time relating to this civil action.  
28

1 Dated: August 21, 2018

KIEVE LAW OFFICES

2 By *Loren Kieve*

3 Loren Kieve (Bar No. 56280)

4 Counsel for plaintiff Grouse River Outfitters, Ltd

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## Exhibit 8

1 Scott D. Gattey (Bar No. 180875)  
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San Carlos, CA 94070  
3 Telephone: (650) 596-7123  
Fax: (866) 371-3491  
4 scott@gatteylaw.com

5 Paul J. Byrne (SBN 190860)  
CORNERSTONE LAW GROUP  
6 351 California St Ste 600  
San Francisco CA 94104  
7 (415) 357-2094 tel  
(415) 655-8238 fax  
8 pbyrne@cornerlaw.com

9 Attorneys for NetSuite Inc.

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13

14 GROUSE RIVER OUTFITTERS, LTD.,

15 Plaintiff,

16 v.

17 NETSUITE INC.,

18 Defendant.  
19

CASE NO. 16-CV-02954 LB

**DEFENDANT NETSUITE INC.'S  
RESPONSES TO PLAINTIFF GROUSE  
RIVER OUTFITTERS, LTD.'S FOURTH  
DOCUMENT REQUESTS**

20  
21 In accordance with Federal Rules of Civil Procedure Rule 34, Defendant NetSuite Inc.  
22 ("NetSuite" or "Defendant"), hereby responds to Plaintiff Grouse River Outfitters, Ltd.'s  
23 ("Grouse River" or "Plaintiff") Fourth Document Requests.

24 **PRELIMINARY STATEMENT**

25 NetSuite has not completed its investigation of the facts related to this case, nor has it  
26 completed discovery or preparation for trial. The following responses are based on the  
27 information now available to NetSuite. Further, discovery, independent investigation, legal  
28

1 research and analysis may supply additional documents, all of which may lead to discovery of  
2 additional information, resulting in additions to, changes in and variations from these  
3 responses. NetSuite therefore reserves the right to supplement these responses based on its  
4 receipt and analysis of additional documents from NetSuite or other sources.

5 Additionally, Grouse River's document requests seek irrelevant material related to a  
6 non-party. Grouse River has done nothing to demonstrate that Billabong's business and  
7 technical requirements are analogous to Grouse River's. Nor has Grouse River shown that  
8 Billabong used the same combination of NetSuite and other third-party solutions as Grouse  
9 River. Accordingly, the documents sought in Grouse River's Fourth Document Requests will  
10 not tend to prove or disprove Grouse River's claims against NetSuite.

### 11 **GENERAL OBJECTIONS**

12 NetSuite objects to each Request: (1) insofar as it calls for the production of documents  
13 not in NetSuite's possession, custody, or control; (2) insofar as it calls for the production of  
14 documents that were prepared for or in anticipation of litigation, constitute attorney work  
15 product, contain attorney-client communications, or are otherwise privileged; (3) insofar as it  
16 calls for the production of documents which are publicly available or otherwise equally  
17 available and/or uniquely available and/or equally available from third parties; (4) insofar as it  
18 calls for the production of documents that do not specifically refer to the events which are the  
19 subject matter of this litigation; and (5) insofar as it calls for the production of documents  
20 which are neither relevant to the subject matter of this litigation not calculated to lead to the  
21 discovery of admissible evidence.

22 The inadvertent production or disclosure of any privileged documents or information  
23 shall not constitute or be deemed to be a waiver of any applicable privilege with respect to such  
24 document or information (or the contents or subject matter thereof) or with respect to any other  
25 such document or discovery now or hereafter requested or provided. NetSuite reserves the  
26 right not to produce documents that are in part protected by privilege, except on a redacted  
27 basis, and to require the return of any document (and all copies thereof) inadvertently produced.

1 NetSuite likewise does not waive the right to object, on any and all grounds, to (1) the  
2 evidentiary use of documents produced in response to these requests; and (2) discovery  
3 requests relating to those documents.

4 NetSuite submits these responses and objections without conceding the relevancy or  
5 materiality of the subject matter of any request or of any document, or that any responsive  
6 materials exist. NetSuite's responses and objections are not intended to be, and shall not be  
7 construed as, agreement with Grouse River's characterization of any facts, circumstances, or  
8 legal obligations. NetSuite reserves the right to contest any such characterization as inaccurate.  
9 NetSuite also objects to the Requests to the extent they contain any express or implied  
10 assumptions of fact or law concerning matters at issue in this litigation.

11 The responses and objections contained herein are made on the basis of information  
12 now known to NetSuite and are made without waiving any further objections to or admitting  
13 the relevancy or materiality of any of the information requested. NetSuite's investigation,  
14 discovery and preparation for proceedings are continuing and all answers are given without  
15 prejudice to NetSuite's right to introduce or object to the discovery of any documents, facts or  
16 information discovered after the date hereof.

17 NetSuite will provide its responses based on terms as they are commonly understood,  
18 and consistent with the Federal Rules of Civil Procedure. NetSuite objects to and will refrain  
19 from extending or modifying any words employed in the requests to comport with expanded  
20 definitions or instructions.

21 **REQUEST NO. 127:**

22 Each document relating to or reflecting the discussions between NetSuite and or any  
23 former employee of NetSuite and any other former NetSuite employee after June 3, 2016 to the  
24 present time relating to this civil action.

25 **RESPONSE**

26 NetSuite objects to this Request as vague, ambiguous, and overbroad. NetSuite further  
27 objects to this Request to the extent that it seeks documents not within its possession, custody,  
28

1 or control. NetSuite further objects to this Request as violating Rule 26(b)(1), which limits the  
2 scope of discovery to material that is “proportional to the needs of the case, considering the  
3 importance of the issues at stake in the action, the amount in controversy, the parties’ relative  
4 access to relevant information, the parties’ resources, the importance of the discovery in  
5 resolving the issues, and whether the burden or expense of the proposed discovery outweighs  
6 its likely benefit.” Grouse River’s Request constitutes a fishing expedition to find information  
7 with no likelihood of resolving any issues in the case. NetSuite further objects to this Request  
8 to the extent that it seeks documents that are subject to attorney-client privilege and work  
9 product protections.

10 **REQUEST NO. 128:**

11 Each document reflecting any communication between NetSuite or any former  
12 employee of NetSuite and Karen Messick after June 3, 2016 to the present time relating to this  
13 civil action.

14 **RESPONSE**

15 NetSuite objects to this Request as vague, ambiguous, and overbroad. NetSuite further  
16 objects to this Request to the extent that it seeks documents not within its possession, custody,  
17 or control. NetSuite further objects to this Request as violating Rule 26(b)(1), which limits the  
18 scope of discovery to material that is “proportional to the needs of the case, considering the  
19 importance of the issues at stake in the action, the amount in controversy, the parties’ relative  
20 access to relevant information, the parties’ resources, the importance of the discovery in  
21 resolving the issues, and whether the burden or expense of the proposed discovery outweighs  
22 its likely benefit.” Grouse River’s Request constitutes a fishing expedition to find information  
23 with no likelihood of resolving any issues in the case. NetSuite further objects to this Request  
24 to the extent that it seeks documents that are subject to attorney-client privilege and work  
25 product protections.



1 Dated: September 19, 2018

GATTEY LAW OFFICE

2  
3 By: /s/ Scott D. Gattey  
4 Scott D. Gattey  
5 Attorneys for NETSUITE INC.  
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**CERTIFICATE OF SERVICE**

I am a citizen of the United States and a resident of the State of California. I am employed in the City and County of San Francisco, State of California; I am over the age of 18 years and not a party to the within action; my business address is 351 California St Ste 600, San Francisco, California 94104. On September 19, 2018, I served:

**DEFENDANT NETSUITE INC.'S RESPONSES TO PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD.'S FOURTH DOCUMENT REQUESTS**

on the interested parties in this action by the following means:

- ☐ BY PERSONAL SERVICE. I caused to be personally delivered the above listed document(s) to the person(s) at the address(es) listed below by leaving the documents at the attorney's office in an envelope clearly labeled to identify the attorney being served with a receptionist or individual in charge of the office.
- ☒ BY UNITED STATES MAIL. I enclosed the above listed document(s) in a sealed envelope addressed to the person(s) at the address(es) listed below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid thereon.
- ☐ BY OVERNIGHT DELIVERY. I enclosed the above document(s) in an envelope provided by an overnight delivery carrier and addressed to the person(s) below. I placed the envelope for collection and overnight delivery at a regularly utilized dropbox of the overnight delivery carrier.
- ☒ BY ELECTRONIC SERVICE. Based on a court order or an agreement of the parties to accept electronic service, I caused the document(s) to be sent to the persons at the electronic addresses listed below.

Kieve Law Offices  
Loren Kieve, Esq.  
2655 Steiner Street  
San Francisco, CA 94115

Attorney for Plaintiffs Grouse River  
Outfitters, LTD.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on September 19, 2018, in San Francisco, California.

\_\_\_\_\_  
/s/ Paul J Byrne

Paul J Byrne

## Exhibit 9

1 KIEVE LAW OFFICES  
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2 2655 Steiner Street  
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3 Telephone: (415) 364-0060  
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4 [lk@kivelaw.com](mailto:lk@kivelaw.com)

5 Counsel for Plaintiff  
Grouse River Outfitters, Ltd.

6 UNITED STATES DISTRICT COURT FOR THE  
7  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 San Francisco Division

10 GROUSE RIVER OUTFITTERS, LTD

,

11 Plaintiff,

12 vs.

13 NETSUITE, INC.,

14 Defendant.

**CASE NO. 16-CV-02954 LB**

**PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD.'S FIRST  
DOCUMENT REQUESTS TO  
DEFENDANT NETSUITE, INC.**

15  
16 Plaintiff Grouse River Outfitters, Ltd (“Grouse River”) requests defendant NetSuite, Inc.  
17 (“NetSuite”) produce the following documents for inspection and copying at a time and place to  
18 be agreed on by counsel.

19 The definitions and instructions set forth in NetSuite’s November 28, 2016 first request for  
20 the production of documents to Grouse River apply to these requests.

21 **REQUEST NO. 1:**

22 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
23 allegations in Count I of the COMPLAINT for Fraudulent Misrepresentation.

24 **REQUEST NO. 2:**

25 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
26 allegations in Count II of the COMPLAINT for Negligent Misrepresentation.

27 **REQUEST NO. 3:**

1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
2 allegations in Count III of the COMPLAINT for Fraudulent Inducement.

3 **REQUEST NO. 4:**

4 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence to the  
5 allegations in Count IV of the COMPLAINT for Violation of Business and Professions Code  
6 section 17200 *et seq.*

7 **REQUEST NO. 5:**

8 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence to the  
9 allegations in Count V of the COMPLAINT for Breach of Contract.

10 **REQUEST NO. 6:**

11 All DOCUMENTS and COMMUNICATIONS that re refer or relate to and/or evidence the  
12 contract alleged in Paragraphs 87, 88, and 257 of the COMPLAINT.

13 **REQUEST NO. 7:**

14 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
15 allegations in Paragraph 258 of the COMPLAINT that “NetSuite agreed to provide a solution  
16 within four months that possessed the capabilities described above.”

17 **REQUEST NO. 8:**

18 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
19 allegation in Paragraph 259 of the COMPLAINT that “NetSuite failed to provide these  
20 capabilities, which constitutes a material breach of its contract with Grouse River.”

21 **REQUEST NO. 9:**

22 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
23 allegation in Paragraph 259 of the COMPLAINT that “NetSuite breached its contract by supplying  
24 defective and non-functional software and/or failing to properly configure and implement  
25 functional software within the promised four-month period.”

26 **REQUEST NO. 10:**



1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 2 allegation in Paragraph 260 of the COMPLAINT that “None of NetSuite’s promised functions has  
 3 worked properly in the software solution NetSuite designed.”

4 **REQUEST NO. 11:**

5 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 6 allegation in Paragraph 262 of the COMPLAINT that “Grouse River has paid substantial sums of  
 7 money for a purported software solution that is not capable of being used by Grouse River in the  
 8 manner in which NetSuite promised Grouse River it could be used.”

9 **REQUEST NO. 12:**

10 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 11 allegation in Paragraph 262 of the COMPLAINT that Grouse River has lost “substantial amounts  
 12 of business” due to NetSuite’s alleged breach of contract.

13 **REQUEST NO. 13:**

14 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 15 allegation in Paragraphs 227, 239, 263 of the COMPLAINT that “Grouse River was forced to  
 16 divert thousands of hours of employee time, and additional expenses, in a futile attempt to cause  
 17 NetSuite to deliver a website that NetSuite was not capable of producing.”

18 **REQUEST NO. 14:**

19 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 20 amount of “direct, special, incidental and consequential damages” alleged in Paragraph 264 of the  
 21 COMPLAINT that GROUSE RIVER is entitled to due to NETSUITE’s breach of contract.

22 **REQUEST NO. 15:**

23 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
 24 the contract between GROUSE RIVER and NETSUITE should be rescinded.

25 **REQUEST NO. 16:**

26 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
 27 allegation in Paragraphs 217, 230, 243 of the COMPLAINT that “In the numerous advertisements,  
 28 website postings, press releases, meetings, e-mails and phone calls detailed above in paragraphs

1 13-92, NetSuite, through its authorized agents represented to Grouse River that NetSuite had the  
2 capability to design, implement and deliver a fully integrated ERP, e-commerce, and POS  
3 software solution with the specific capability and functionality to meet Grouse River's defined  
4 needs and to do so within four months of the start of the project."

5 **REQUEST NO. 17:**

6 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
7 allegation in Paragraph 218 of the COMPLAINT that "At the time these agents of NetSuite made  
8 these representations, they knew they were false."

9 **REQUEST NO. 18:**

10 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
11 allegation in Paragraph 219 of the COMPLAINT that "In the numerous advertisements, website  
12 postings, press releases, meetings, e-mails and phone calls detailed above in paragraphs 13-92,  
13 NetSuite and its authorized agents made these representations with the specific intent that Grouse  
14 River would rely on them to cause and induce Grouse River to purchase products and services  
15 from NetSuite."

16 **REQUEST NO. 19:**

17 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
18 allegation in Paragraph 220 of the COMPLAINT that "Based on NetSuite's superior knowledge of  
19 its software and its ability to customize, configure, and implement the software for Grouse River's  
20 specific needs and uses, Grouse River, which had no actual knowledge of the software's  
21 capabilities, justifiably relied on NetSuite's representations by entering into its agreements with  
22 NetSuite and continuing the relationship with NetSuite."

23 **REQUEST NO. 20:**

24 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
25 allegation in Paragraph 222 of the COMPLAINT that "As a result of NetSuite's false  
26 representations, and Grouse River's reliance on them, Grouse River entered into a contract with  
27 NetSuite where Grouse River purchased a license for software solutions and paid for certain  
28

1 design implementation and support services from NetSuite and its business partners and  
2 affiliates.”

3 **REQUEST NO. 21:**

4 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
5 allegation in Paragraphs 223 and 236 of the COMPLAINT that “Because NetSuite’s  
6 representations were false, the services and products Grouse River purchased from NetSuite were  
7 and are neither functional nor useable by Grouse River.”

8 **REQUEST NO. 22:**

9 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
10 allegation in Paragraphs 225 and 237 of the COMPLAINT that “Grouse River did not receive any  
11 value or benefit for those payments.”

12 **REQUEST NO. 23:**

13 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
14 allegation in Paragraphs 226 and 238 of the COMPLAINT that “As a further result of NetSuite’s  
15 and NetSuite’s misrepresentations, Grouse River has sustained a loss of profits and loss of  
16 business growth from October 2014 to the present and continuing.”

17 **REQUEST NO. 24:**

18 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
19 allegation in Paragraph 228 of the COMPLAINT that “As a direct and proximate result of Grouse  
20 River’s justifiable reliance on NetSuite’s false representations by entering into the agreements  
21 with NetSuite and continuing its relationship with NetSuite, Grouse River has been damaged and  
22 is entitled to an award of actual, consequential, and punitive damages.”

23 **REQUEST NO. 25:**

24 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
25 allegation in Paragraphs 231 and 244 of the COMPLAINT that “NetSuite made the  
26 representations to Grouse River, NetSuite knew, or in the exercise of reasonable care, should have  
27 known, that NetSuite did not possess those capabilities, making NetSuite’s representations false.”

28 **REQUEST NO. 26:**

1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
2 allegation in Paragraphs 232 and 245 of the COMPLAINT that “NetSuite intended that Grouse  
3 River would rely on those representations and induced Grouse River to rely on them.”

4 **REQUEST NO. 27:**

5 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
6 allegation in Paragraph 233 of the COMPLAINT that “Based on NetSuite's superior knowledge of  
7 its software and its ability to customize, configure, and implement the software for Grouse River's  
8 specific needs and uses, Grouse River, which had no actual knowledge of the software's  
9 capabilities, justifiably relied on NetSuite's representations by entering into its agreements with  
10 NetSuite and its partners and in its continuing the relationship with NetSuite and its partners.”

11 **REQUEST NO. 28:**

12 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
13 allegation in Paragraph 235 of the COMPLAINT that “As a result of NetSuite's false  
14 representations, and Grouse River's reliance on them, Grouse River entered into a contract with  
15 NetSuite where Grouse River purchased a license for certain software solutions and paid for  
16 certain implementation and support services from NetSuite.”

17 **REQUEST NO. 29:**

18 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
19 allegation in Paragraph 246 of the COMPLAINT that “NetSuite knew that NetSuite could not  
20 achieve complete implementation of the software and other deliverables under its agreements  
21 within four months of the execution of its agreements, and that the software and other deliverables  
22 were incapable of performing as represented to Grouse River and, therefore, had knowledge of the  
23 falsity of its representations or, at the very least, had a reckless disregard for the truth or falsity of  
24 its representations.”

25 **REQUEST NO. 30:**

26 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
27 allegation in Paragraph 248 of the COMPLAINT that “Grouse River had a right to rely on  
28

1 NetSuite's representations and did, in fact, rely on NetSuite's representations in entering into its  
2 agreements with NetSuite."

3 **REQUEST NO. 31:**

4 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
5 allegation in Paragraph 249 of the COMPLAINT that "NetSuite's representations to Grouse River  
6 were false and concerned a present or preexisting fact, namely – the capabilities of the software  
7 and NetSuite's ability to timely implement the software at Grouse River."

8 **REQUEST NO. 32:**

9 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
10 allegation in Paragraph 250 of the COMPLAINT that NETSUITE "intended to deceive Grouse  
11 River in order to induce Grouse River to enter into its agreements with NetSuite."

12 **REQUEST NO. 33:**

13 All DOCUMENTS and COMMUNICATIONS that sup refer or relate to and/or evidence  
14 Grouse River's entitlement to punitive damages.

15 **REQUEST NO. 34:**

16 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
17 allegations in the COMPLAINT.

18 **REQUEST NO. 35:**

19 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
20 GROUSE RIVER relied on "express representations in materials published by NetSuite that  
21 NetSuite had the capability to meet Grouse River's requirements. Further communications  
22 between Grouse River and NetSuite's sales and professional services teams by phone, in-person,  
23 through product demonstrations, etc., reiterated these representations" as alleged in Paragraph 13  
24 of the COMPLAINT.

25 **REQUEST NO. 36:**

26 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
27 the representations alleged in Paragraphs 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, and 39 were  
28 false and fraudulent as alleged in THE COMPLAINT.

1           **REQUEST NO. 37:**

2           All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
3 contact between Glenn Fallis and NETSUITE in “early 2013” as alleged in Paragraph 41 of THE  
4 COMPLAINT.

5           **REQUEST NO. 38:**

6           All brochures, data sheets, marketing information, and website that Glenn Fallis “had been  
7 reviewing throughout 2012 and 2013” as alleged in Paragraph 41 of the COMPLAINT.

8           **REQUEST NO. 39:**

9           All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence  
10 “Grouse River Requirements.”

11           **REQUEST NO. 40:**

12           All COMMUNICATIONS between GROUSE RIVER and Cole Waldron.

13           **REQUEST NO. 41:**

14           All DOCUMENTS and COMMUNICATIONS that re refer or relate to and/or evidence  
15 fer, relate and/or evidence “the overall requirements that Grouse River asked for, and NetSuite  
16 promised to meet” as alleged in Paragraphs 43-51 of the COMPLAINT.

17           **REQUEST NO. 42:**

18           All DOCUMENTS that NETSUITE is aware of that GROUSE RIVER reviewed prior to  
19 the April 4, 2013 call between Glen Fallis, on the one hand, and Cole Waldron and AJ Stahl.

20           **REQUEST NO. 43:**

21           All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
22 April 4, 2013 telephone call between Glen Fallis, on the one hand, and Cole Waldron and AJ  
23 Stahl.

24           **REQUEST NO. 44:**

25           All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
26 the statements made by Cole Waldron on April 4, 2013 were false and fraudulent.

27           **REQUEST NO. 45:**



1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
2 “Grouse River was repeatedly told that version upgrades would be seamless and automatically  
3 occur twice a year” as alleged in Paragraph 57 of the COMPLAINT.

4 **REQUEST NO. 46:**

5 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
6 the statements made by Cole Waldron on December 3, 2013 were false and fraudulent.

7 **REQUEST NO. 47:**

8 All COMMUNICATIONS between Raymond Go and GROUSE RIVER.

9 **REQUEST NO. 48:**

10 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or  
11 evidence that GROUSE RIVER had been sent “‘live’ with a version of NetSuite’s e-commerce  
12 checkout that was both outdated and contained known defects that had a detrimental impact on  
13 Grouse River’s customers, revenue, and data visibility” as alleged in Paragraphs 59 and 60 of the  
14 COMPLAINT.

15 **REQUEST NO. 49:**

16 All DOCUMENTS and COMMUNICATIONS from August 2013 to March 2014 between  
17 GROUSE RIVER and NETSUITE that refer or relate to and/or evidence “Grouse River’s  
18 requirements and that the NetSuite platform could fully meet those requirements” as alleged in  
19 Paragraph 61 of the COMPLAINT.

20 **REQUEST NO. 50:**

21 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
22 three-month assessment plan that is alleged in Paragraph 62 of the COMPLAINT.

23 **REQUEST NO. 51:**

24 All DOCUMENTS and COMMUNICATIONS that that refer or relate to and/or evidence  
25 the meetings and/or calls between GROUSE RIVER and NETSUITE as alleged in Paragraphs 63-  
26 85 of the COMPLAINT.

27 **REQUEST NO. 52:**

1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
2 January 8, 2014 meeting between GROUSE RIVER and NETSUITE as alleged in Paragraph 77 of  
3 the COMPLAINT.

4 **REQUEST NO. 53:**

5 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
6 the representations made by NETSUITE as alleged in Paragraphs 63-85 of the COMPLAINT were  
7 false and fraudulent.

8 **REQUEST NO. 54:**

9 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
10 representations GROUSE RIVER relied on before signing the contract as alleged in Paragraph 88  
11 of the COMPLAINT.

12 **REQUEST NO. 55:**

13 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence Glen  
14 Fallis' March 27, 2014 call with Gary Specter as alleged in Paragraph 89 of the COMPLAINT.

15 **REQUEST NO. 56:**

16 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
17 the representations made by Gary Specter as alleged in Paragraphs 90 and 91 of the COMPLAINT  
18 were false and fraudulent.

19 **REQUEST NO. 57:**

20 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
21 allegations in Paragraph 117 of the COMPLAINT that NetSuite did "not deliver the functioning  
22 system as promised."

23 **REQUEST NO. 58:**

24 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence  
25 concessions made by NETSUITE to GROUSE RIVER as alleged in Paragraphs 118-123 of the  
26 COMPLAINT.

27 **REQUEST NO. 59:**

1 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
2 December 7, 2015 phone conversation between Jeff Swan and Glen Fallis as alleged in Paragraphs  
3 124 and 130 of the COMPLAINT.

4 **REQUEST NO. 60:**

5 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
6 December 16, 2015 email exchange between Jeff Swan and Glen Fallis as alleged in Paragraphs  
7 132-134 of the COMPLAINT.

8 **REQUEST NO. 61:**

9 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
10 December 17, 2015 email exchange as alleged in Paragraphs 135-140 of the COMPLAINT.

11 **REQUEST NO. 62:**

12 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
13 December 18, 2015 email exchange as alleged in Paragraphs 141-144 of the COMPLAINT.

14 **REQUEST NO. 63:**

15 All the emails identified in Paragraphs 145 of the COMPLAINT.

16 **REQUEST NO. 64:**

17 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence the  
18 allegation in the COMPLAINT and specifically Paragraphs 146-182, that NETSUITE failed to  
19 meets its promised deliverables.

20 **REQUEST NO. 65:**

21 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
22 “Grouse River has incurred well over a million dollars in damages as a result of NetSuite’s actions  
23 and omissions, including its project costs and lost revenue” as alleged in Paragraph 194 of the  
24 COMPLAINT.

25 **REQUEST NO. 66:**

26 All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that  
27 “Grouse River will incur significant additional damages and losses” as alleged in Paragraph 195 of  
28 the COMPLAINT.

**REQUEST NO. 67:**

All DOCUMENTS and COMMUNICATIONS that refer or relate to and/or evidence that NETSUITE caused GROUSE RIVER to incur damages due to “morale and turnover”, “trajectory and opportunity cost,” “loss of momentum and competitive advantage in the market,” “strained and lost relationships with customer, vendors, and lenders/investors” as alleged in Paragraph 196 of the COMPLAINT.

**REQUEST NO. 68:**

All DOCUMENTS that refer or relate to and/or evidence any defenses you assert in your Answer to the COMPLAINT.

Dated: December 14, 2016

KIEVE LAW OFFICES

By LOREN KENN

Loren Kieve (Bar No. 56280)

Counsel for plaintiff Grouse River Outfitters, Ltd

Exhibit 10

1 KIEVE LAW OFFICES  
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5 Counsel for Plaintiff  
Grouse River Outfitters, Ltd.

6 UNITED STATES DISTRICT COURT FOR THE  
7  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 San Francisco Division

10 GROUSE RIVER OUTFITTERS, LTD

,

11 Plaintiff,

12 vs.

13 NETSUITE, INC.,

14 Defendant.

**CASE NO. 16-CV-02954 LB**

**PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD.'S SECOND  
DOCUMENT REQUESTS TO  
DEFENDANT NETSUITE, INC.**

15  
16 Plaintiff Grouse River Outfitters, Ltd (“Grouse River”) requests defendant NetSuite, Inc.  
17 (“NetSuite”) produce the following documents for inspection and copying at a time and place to  
18 be agreed on by counsel.

19 The definitions and instructions set forth in NetSuite’s November 28, 2016 first request for  
20 the production of documents to Grouse River apply to these requests.

21 **REQUEST NO. 69:**

22 Each document relating to each case, enhancement, defect, and other issue identified by  
23 Grouse River to NetSuite.

24 **REQUEST NO. 70:**

25 Each communication relating to each case, enhancement, defect, and other issue identified  
26 by Grouse River to NetSuite.  
27  
28



**REQUEST NO. 71:**

Each user documentation effective as of March 24, 2015 for each software, service, and training procured by Grouse River from NetSuite.

**REQUEST NO. 72:**

Each user product manual effective as of March 24, 2015 for each software, service, and training procured by Grouse River from NetSuite.

**REQUEST NO. 73:**

Each current (as of December 31, 2016) user documentation for each software, service, and training procured by Grouse River from NetSuite.

**REQUEST NO. 74:**

Each current (as of December 31, 2016) product manual for each software, service, and training procured by Grouse River from NetSuite.

**REQUEST NO. 75:**

Each communication between Kevin Rost and NetSuite or any NetSuite employee or consultant or contractor.

**REQUEST NO. 76:**

Each communication between Vince Kuipers and NetSuite or any NetSuite employee or consultant or contractor.

**REQUEST NO. 77:**

Each communication between Troy Hill and NetSuite or any NetSuite employee or consultant or contractor.

**REQUEST NO. 78:**

Each pre-sales communication between NetSuite and Grouse River between March 20, 2013 and March 31, 2014.

**REQUEST NO. 79:**

Each pre-sales presentation made by NetSuite to Grouse River between March 20, 2013 and March 31, 2014.

**REQUEST NO. 80:**

Each internal communication between or among any of the NetSuite Sales, Support, Professional Services and/or Product teams or personnel pertaining to the Grouse River account with NetSuite.

**REQUEST NO. 81:**

Each document relating to the NetSuite press release, May 15, 2012,

<http://www.netsuite.com/portal/press/releases/nlpr05-15-12f.shtml>

**REQUEST NO. 82:**

Each document and/or communication NetSuite received that complained that any of the representations contained in the NetSuite press release, May 15, 2012,

<http://www.netsuite.com/portal/press/releases/nlpr05-15-12f.shtml>, was false or untrue.

**REQUEST NO. 83:**

Each document relating to the representations on NetSuite's website at <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf> that "NetSuite is the only cloud business software suite that brings together every step of a multi-channel, multi-location retail business—POS, ecommerce, CRM, marketing, inventory and order management, and financials. Only NetSuite gives you real-time visibility into your entire retail operation, accessible from anywhere at any time. With NetSuite, you get a single view of the business across all channels, ensuring that your customer, order, inventory and financial information is always up to date and that you deliver the personalized experience your customers expect across every touchpoint."

**REQUEST NO. 84:**

Each document and/or communication NetSuite received that complained that any of the representations on NetSuite's website at <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf> that "NetSuite is the only cloud business software suite that brings together every step of a multi-channel, multi-location retail business—POS, ecommerce, CRM, marketing, inventory and order management, and financials. Only NetSuite gives you real-time visibility into your entire retail operation, accessible from anywhere at any time. With NetSuite, you get a single view of the business across all channels, ensuring that your customer, order, inventory and financial

1 information is always up to date and that you deliver the personalized experience your customers  
2 expect across every touchpoint” was false or untrue.

3 **REQUEST NO. 85:**

4 Each document relating to the representations on NetSuite’s website at  
5 <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf> that “With NetSuite, you get a 360-degree  
6 view of each customer so that you can deliver personalized service, build customer loyalty and  
7 provide a relevant, engaging shopping experience with your brand. See their purchase history and  
8 communications with your company and whether they interacted with your brand online, at a  
9 brick-and mortar store location or with a sales representative. Provide personalized marketing to  
10 your customers based on their purchase history or demographics. Offer customers self-service  
11 options to view their online purchase history, reorder and find answers to their questions 24/7.  
12 Build a high-impact web store from the ground up with simple-to-use tools. A full featured web  
13 store integrates directly into your business, eliminating time spent manually transferring orders  
14 from your web store to inventory, shipping and accounting. Promotions and discounts are quickly  
15 and easily extended to the web, and tax and shipping charges for online and offline sales are kept  
16 consistent.”

17 **REQUEST NO. 86:**

18 Each document and/or communication NetSuite received that complained that any of the  
19 representations on NetSuite’s website at <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf>  
20 that “With NetSuite, you get a 360-degree view of each customer so that you can deliver  
21 personalized service, build customer loyalty and provide a relevant, engaging shopping experience  
22 with your brand. See their purchase history and communications with your company and whether  
23 they interacted with your brand online, at a brick-and mortar store location or with a sales  
24 representative. Provide personalized marketing to your customers based on their purchase history  
25 or demographics. Offer customers self-service options to view their online purchase history,  
26 reorder and find answers to their questions 24/7. Build a high-impact web store from the ground  
27 up with simple-to-use tools. A full featured web store integrates directly into your business,  
28 eliminating time spent manually transferring orders from your web store to inventory, shipping

1 and accounting. Promotions and discounts are quickly and easily extended to the web, and tax and  
2 shipping charges for online and offline sales are kept consistent” was false or untrue.

3 **REQUEST NO. 87:**

4 Each document relating to the representations on NetSuite’s website at  
5 <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf> that

6 “As the No. 1 cloud business management suite, NetSuite meets the in-store retailing needs  
7 of multi-channel and multi-location retailers with a modern POS solution that enables retailers to  
8 streamline and accelerate the transaction process, while also delivering personalized customer  
9 service. With a 360-degree view of the customer and enterprise-wide, real-time inventory  
10 visibility, NetSuite provides the omnichannel capabilities required to easily deliver a unified  
11 shopping experience and build strong customer loyalty.

12 “A unified in-store experience, linking cross-channel customer interaction with supporting  
13 business systems, gives customers the omnichannel retail experience they are looking for—and  
14 keeps them coming back to your brand. Leverage data from across your business to gain the  
15 insight you need to deliver personalized service, build customer loyalty and increase revenue.

16 “Support cross-channel processes such as buy online/pickup in store, buy online/return to  
17 store and order in store/fulfill from anywhere.”

18 **REQUEST NO. 88:**

19 Each document and/or communication NetSuite received that complained that any of the s  
20 representations on NetSuite’s website at <http://www.netsuite.com/portal/assets/pdf/ds-retail.pdf>  
21 that

22 “As the No. 1 cloud business management suite, NetSuite meets the in-store retailing needs  
23 of multi-channel and multi-location retailers with a modern POS solution that enables retailers to  
24 streamline and accelerate the transaction process, while also delivering personalized customer  
25 service. With a 360-degree view of the customer and enterprise-wide, real-time inventory  
26 visibility, NetSuite provides the omnichannel capabilities required to easily deliver a unified  
27 shopping experience and build strong customer loyalty.

1 “A unified in-store experience, linking cross-channel customer interaction with supporting  
2 business systems, gives customers the omnichannel retail experience they are looking for—and  
3 keeps them coming back to your brand. Leverage data from across your business to gain the  
4 insight you need to deliver personalized service, build customer loyalty and increase revenue.

5 “Support cross-channel processes such as buy online/pickup in store, buy online/return to  
6 store and order in store/fulfill from anywhere.”

7 was false or untrue.

8 **REQUEST NO. 89:**

9 Each document relating to the representations on NetSuite’s website at ds-NetSuite-  
10 advanced-inventory-1; [http://www.netsuite.com/portal/assets/pdf/ds-netsuite-advanced-](http://www.netsuite.com/portal/assets/pdf/ds-netsuite-advanced-inventory.pdf)  
11 [inventory.pdf](http://www.netsuite.com/portal/assets/pdf/ds-netsuite-advanced-inventory.pdf) that “NetSuite enhances inventory visibility with tracking and control capabilities to  
12 manage every stage of the lifecycle and control costs. NetSuite Advanced Inventory provides:

- 13 - Matrix item management to stock and sell similar products in various colors, sizes  
14 and style combinations and simplify SKU creation and pricing.
- 15 - Landed cost allocation according to weight, value or quantity.
- 16 - Serialized inventory to track purchases and sales by assigning a serial number to  
17 each item.
- 18 - Periodic inventory counts that automatically calculate on-hand items.
- 19 - Pick, pack and ship management for high-volume order processing environments.”

20 **REQUEST NO. 90:**

21 Each document and/or communication NetSuite received that complained that any of the s  
22 representations on NetSuite’s website at ds-NetSuite-advanced-inventory-1;

23 <http://www.netsuite.com/portal/assets/pdf/ds-netsuite-advanced-inventory.pdf> that “NetSuite  
24 enhances inventory visibility with tracking and control capabilities to manage every stage of the  
25 lifecycle and control costs. NetSuite Advanced Inventory provides:

- 26 - Matrix item management to stock and sell similar products in various colors, sizes  
27 and style combinations and simplify SKU creation and pricing.
- 28 - Landed cost allocation according to weight, value or quantity.

1           - Serialized inventory to track purchases and sales by assigning a serial number to  
2           each item.  
3           - Periodic inventory counts that automatically calculate on-hand items.  
4           - Pick, pack and ship management for high-volume order processing environments.”  
5 was false or untrue.

6           **REQUEST NO. 91:**

7           Each document or communication by NetSuite to Grouse River to the effect that version  
8 upgrades would be seamless and automatically occur twice a year.

9           **REQUEST NO. 92:**

10          Each document and communication, including drafts and notes or memoranda, relating to  
11 the preparation of the presentation NetSuite made to Grouse River on November 26, 2013.

12          **REQUEST NO. 93:**

13          Each documents and communication, including drafts and notes and memoranda,  
14 indicating that any of the representations in the presentation NetSuite made to Grouse River on  
15 November 26, 2013 was false or incorrect.

16          **REQUEST NO. 94:**

17          Each document and communication, including drafts and notes or memoranda, relating to  
18 the preparation of the presentation NetSuite made to Grouse River on January 29, 2014.

19          **REQUEST NO. 95:**

20          Each document and communication, including drafts and notes and memoranda, indicating  
21 that any of the representations in the presentation NetSuite made to Grouse River on January 29,  
22 2014 was false or incorrect.

23          **REQUEST NO. 96:**

24          Each document and communicatios, including drafts and notes or memoranda, relating to  
25 the preparation of the presentation NetSuite made to Grouse River on March 17, 2014.

26          **REQUEST NO. 97:**



1 Each document and communication, including drafts and notes and memoranda, indicating  
2 that any of the representations in the presentation NetSuite made to Grouse River on March 17,  
3 2014 was false or incorrect.

4 **REQUEST NO. 98:**

5 Each document and communication, including drafts and notes or memoranda, relating to  
6 the telephone call between NetSuite and Grouse River on March 27, 2014.

7 **REQUEST NO. 99:**

8 Each documents and communication, including drafts and notes and memoranda, indicating  
9 that any of the representations NetSuite made to Grouse River in the telephone call on March 27,  
10 2014 was false or incorrect.

11 **REQUEST NO. 100:**

12 Each document and communication, including drafts and notes and memoranda, indicating  
13 that any of the representations NetSuite made to Grouse River prior to March 27, 2014 was false  
14 or incorrect.

15 **REQUEST NO. 101:**

16 Each documens and communication, including drafts and notes and memoranda, indicating  
17 that any of the specific product features NetSuite contracted to deliver to Grouse could not be  
18 performed or delivered within the time frame NetSuite had contracted to deliver them.

19 **REQUEST NO. 102:**

20 Each document and communication, including drafts and notes and memoranda, indicating  
21 that any of the specific product features NetSuite contracted to deliver to Grouse could not be  
22 performed or delivered to Grouse River.

23 **REQUEST NO. 103:**

24 Each document and communication, including drafts and notes and memoranda, relating or  
25 referring to the October 22, 2014 dinner meeting between NetSuite and Grouse River  
26 representatives.

27 **REQUEST NO. 104:**

1 Each document and communication, including drafts and notes and memoranda, generated  
2 internally within NetSuite as a result of the October 22, 2014 dinner meeting between NetSuite  
3 and Grouse River representatives.

4 **REQUEST NO. 105:**

5 Each document and communication, including drafts and notes and memoranda, relating to  
6 the “Go Live Date” promised by NetSuite to Grouse River and any subsequent “Go Live Dates”  
7 promised by NetSuite to Grouse River.

8 **REQUEST NO. 106:**

9 Each document and communication, including drafts and notes and memoranda, relating to  
10 the failure of NetSuite to meet the “Go Live Date” promised by NetSuite to Grouse River or  
11 subsequent “Go Live Dates” promised by NetSuite to Grouse River..

12 **REQUEST NO. 107:**

13 Each document and communication, including drafts and notes and memoranda, relating to  
14 the June 5, 2015, communication between Grouse River’s Mr. Fallis and NetSuite’s Mr. Dinesh  
15 Chaurasia,

16 **REQUEST NO. 108:**

17 Each document and communication, including drafts and notes and memoranda, generated  
18 internally at NetSuite following the June 5, 2015, communication between Grouse River’s Mr.  
19 Glenn Fallis and NetSuite’s Mr. Dinesh Chaurasia,

20 **REQUEST NO. 109:**

21 Each document and communication, including drafts and notes and memoranda, relating to  
22 the December 3, 2015 e-mail communication from Grouse River’s Mr. Glenn Fallis to NetSuite.

23 **REQUEST NO. 110:**

24 Each document and communication, including drafts and notes and memoranda, relating to  
25 the December 7, 2015, e-mail from Mr. Jeff Swan – NetSuite Director of Account Management –  
26 to Grouse River’s Mr. Glenn Fallis and/or the offer in that e-mail to have Grouse River “walkaway  
27 from NetSuite.”

28 **REQUEST NO. 111:**

1 Each document and communication, including drafts and notes and memoranda, relating to  
 2 the December 7, 2015 telephone conversation between Mr. Jeff Swan – NetSuite Director of  
 3 Account Management – and Grouse River’s Mr. Glenn Fallis.

4 **REQUEST NO. 112:**

5 Each document and communication, including drafts and notes and memoranda, relating to  
 6 whether or not the following statement in NetSuite’s May 3, 2016 Form 10-Q submitted to the  
 7 United States Securities and Exchange Commission, NetSuite, at page 33, was based, in whole or  
 8 in part, on NetSuite’s experience with Grouse River:

9 We have limited experience operating in foreign jurisdictions and are rapidly  
 10 building our international operations. Managing a global organization is difficult, time  
 11 consuming and expensive. Our inexperience in operating our business outside of the  
 12 United States increases the risk that any international expansion efforts that we may  
 13 undertake will not be successful. In addition, conducting international operations subjects  
 14 us to new risks that we have not generally faced in the United States. These risks include:

- 15 • localization of our services, including translation into foreign languages and
- 16 adaptation for local practices and regulatory requirements;
- 17 • lack of familiarity with and unexpected changes in foreign regulatory
- 18 requirements;
- 19 • longer accounts receivable payment cycles and difficulties in collecting accounts
- 20 receivable;
- 21 • difficulties in managing and staffing international operations;
- 22 • fluctuations in currency exchange rates;
- 23 • potentially adverse tax consequences, including the complexities of foreign value
- 24 added tax systems and restrictions on the repatriation of earnings;
- 25 • dependence on certain third parties, including channel partners with whom we do
- 26 not have extensive experience;
- 27 • the burdens of complying with a wide variety of foreign laws and legal standards;
- 28 • increased financial accounting and reporting burdens and complexities;

- political, social and economic instability abroad, terrorist attacks and security concerns in general; and
- reduced or varied protection for intellectual property rights in some countries.

Operating in international markets also requires significant management attention and financial resources. The investment and additional resources required to establish operations and manage growth in other countries may not produce desired levels of revenue or profitability.

**REQUEST NO. 113:**

Each document and communication, including drafts and notes and memoranda, relating to whether or not the following statement in NetSuite's May 3, 2016 Form 10-Q submitted to the United States Securities and Exchange Commission, NetSuite, at page 33, was true when it was made:

We have limited experience operating in foreign jurisdictions and are rapidly building our international operations. Managing a global organization is difficult, time consuming and expensive. Our inexperience in operating our business outside of the United States increases the risk that any international expansion efforts that we may undertake will not be successful. In addition, conducting international operations subjects us to new risks that we have not generally faced in the United States. These risks include:

- localization of our services, including translation into foreign languages and adaptation for local practices and regulatory requirements;
- lack of familiarity with and unexpected changes in foreign regulatory requirements;
- longer accounts receivable payment cycles and difficulties in collecting accounts receivable;
- difficulties in managing and staffing international operations;
- fluctuations in currency exchange rates;
- potentially adverse tax consequences, including the complexities of foreign value added tax systems and restrictions on the repatriation of earnings;

- dependence on certain third parties, including channel partners with whom we do not have extensive experience;
- the burdens of complying with a wide variety of foreign laws and legal standards;
- increased financial accounting and reporting burdens and complexities;
- political, social and economic instability abroad, terrorist attacks and security concerns in general; and
- reduced or varied protection for intellectual property rights in some countries.

Operating in international markets also requires significant management attention and financial resources. The investment and additional resources required to establish operations and manage growth in other countries may not produce desired levels of revenue or profitability.

**REQUEST NO. 114:**

Each document and communication, including drafts and notes and memoranda, by NetSuite project manager Paul Clarke relating to NetSuite's failure to meet its commitments to Grouse River.

**REQUEST NO. 115:**

Each document and communication, including drafts and notes and memoranda, by NetSuite project manager David Mason-Jocksch relating to NetSuite's failure to meet its commitments to Grouse River.

**REQUEST NO. 116:**

Each document and communication, including drafts and notes and memoranda, relating to NetSuite's failure to provision the GrouseRiver.com website to offer sub-second page load times, instead taking on average more than seven seconds to load content and checkout pages.

**REQUEST NO. 117:**

Each document and communication, including drafts and notes and memoranda, relating to NetSuite's failure to not calculate tax on shipping.

**REQUEST NO. 118:**

1 Each document and communication, including drafts and notes and memoranda, relating to  
 2 the statement by Explore Consulting, a NetSuite consulting firm nominated by NetSuite as  
 3 “Partner of the Year” (in 2011 and 2014), that “There is a fundamental problem with the reference  
 4 checkout google analytics module in NetSuite with all businesses using the reference checkout  
 5 responsive module.”

6 **REQUEST NO. 119:**

7 Each document and communication,, including drafts and notes and memoranda, relating  
 8 to complaints received by NetSuite from customers complaining that NetSuite’s software and  
 9 web-based solutions failed to meet the promises NetSuite made to those customers.

10 **REQUEST NO. 120:**

11 Each document and communication, including drafts and notes and memoranda, relating to  
 12 whether or not the following statement at page 10 in NetSuite’s March 3, 2014 Form 10-K Annual  
 13 Report to the United States Securities and Exchange Commission (as well as at pages 29-30 of its  
 14 May 3, 2016 Form 10-Q submitted to the Securities and Exchange Commission), was based, in  
 15 whole or in part, on NetSuite’s experience with Grouse River:

16 "We may become liable to our customers and lose customers if we have defects or  
 17 disruptions in our service or if we provide poor service," "Because we deliver our application suite  
 18 as a service, errors or defects in the software applications underlying our service, or a failure of  
 19 our hosting infrastructure, may make our service unavailable to our customers. We are also reliant  
 20 on third-party software and infrastructure, including the infrastructure of the Internet, to provide  
 21 our services. Any failure of or disruption to this software and infrastructure could also make our  
 22 service unavailable to our customers. Since our customers use our suite to manage critical aspects  
 23 of their business, any errors, defects, disruptions in service or other performance problems with  
 24 our suite, whether in connection with the day-to-day operation of our suite, upgrades or otherwise,  
 25 could damage our customers’ businesses."

26 **REQUEST NO. 121:**

27

28



1 Each document and communication, including drafts and notes and memoranda, relating to  
2 complaints received by NetSuite from customers complaining that NetSuite's software and web-  
3 based solutions failed to meet the promises NetSuite made to those customers.

4 **REQUEST NO. 122:**

5 Each document and communication, including drafts and notes and memoranda, relating to  
6 whether or not the following statement at page 10 in NetSuite's March 3, 2014 Form 10-K Annual  
7 Report to the United States Securities and Exchange Commission (as well as at pages 29-30 of its  
8 May 3, 2016 Form 10-Q submitted to the Securities and Exchange Commission), was true when it  
9 was made:

10 "We may become liable to our customers and lose customers if we have defects or  
11 disruptions in our service or if we provide poor service," "Because we deliver our application suite  
12 as a service, errors or defects in the software applications underlying our service, or a failure of  
13 our hosting infrastructure, may make our service unavailable to our customers. We are also reliant  
14 on third-party software and infrastructure, including the infrastructure of the Internet, to provide  
15 our services. Any failure of or disruption to this software and infrastructure could also make our  
16 service unavailable to our customers. Since our customers use our suite to manage critical aspects  
17 of their business, any errors, defects, disruptions in service or other performance problems with  
18 our suite, whether in connection with the day-to-day operation of our suite, upgrades or otherwise,  
19 could damage our customers' businesses."

20 **REQUEST NO. 123:**

21 Each document and communication, including drafts and notes and memoranda, relating to  
22 the losses or damages Grouse River incurred as a result of NetSuite's failure to meet its  
23 contractual obligations to Grouse River.

24 **REQUEST NO. 124:**

25 Each document and communication, including drafts and notes and memoranda, relating to  
26 NetSuite's liability to Grouse River as a result of NetSuite's failure to meet its contractual  
27 obligations to Grouse River.

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Dated: December 27, 2016

KIEVE LAW OFFICES

By 

Loren Kieve (Bar No. 56280)

Counsel for plaintiff Grouse River Outfitters, Ltd

Exhibit 11

KIEVE LAW OFFICES  
Loren Kieve (Bar No. 56280)  
2655 Steiner Street  
San Francisco, California 94115-1141  
Telephone: (415) 364-0060  
Facsimile: (435) 304-0060  
[lk@kivelaw.com](mailto:lk@kivelaw.com)

Counsel for Plaintiff  
Grouse River Outfitters, Ltd.

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

GROUSE RIVER OUTFITTERS, LTD

,

Plaintiff,

vs.

NETSUITE, INC.,

Defendant.

**CASE NO. 16-CV-02954 LB**

**PLAINTIFF GROUSE RIVER  
OUTFITTERS, LTD.'S THIRD  
DOCUMENT REQUESTS TO  
DEFENDANT NETSUITE, INC.**

Plaintiff Grouse River Outfitters, Ltd ("Grouse River") requests defendant NetSuite, Inc. ("NetSuite") produce the following documents for inspection and copying at a time and place to be agreed on by counsel.

The definitions and instructions set forth in NetSuite's November 28, 2016 first request for the production of documents to Grouse River apply to these requests.

**REQUEST NO. 125:**

Each document identified in NetSuite's December 30, 2016 initial disclosures.

**REQUEST NO. 126:**

Each insurance policy identified in NetSuite's December 30, 2016 initial disclosures.

Dated: January 5, 2017

KIEVE LAW OFFICES

By 

Loren Kieve (Bar No. 56280)

Counsel for plaintiff Grouse River Outfitters, Ltd

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Exhibit 12



Exhibit 13

Exhibit 14

Exhibit 15

**From:** Javier, Renato B., Jr. <rjavier@netsuite.com>  
**To:** Swan, Jeff <jswan@netsuite.com>; Johnson, Chad W." <cwjohnson@netsuite.com>  
**CC:** Lindsey, Aaron <alindsey@netsuite.com>  
**Sent:** 12/18/2015 8:56:04 AM  
**Subject:** RE: NetSuite Next Steps - Proposed Concession (Grouse River)  
**Attachments:** ATTACH002.eml

Good news! They will be making a payment via wire transfer. I pushed the lock out date for another week to give them time to process the payment.

Regards,

Jay Javier  
Manager, Credit & Collections  
(1)650-527-5906

**From:** Swan, Jeff  
**Sent:** Thursday, December 17, 2015 11:15 AM  
**To:** Javier, Renato B., Jr.; Johnson, Chad W.  
**Cc:** Lindsey, Aaron  
**Subject:** Re: NetSuite Next Steps - Proposed Concession (Grouse River)

No communications have changed the decision to proceed. They refuse to pay anything at all and they need to pay something. If they want to use the software they have to pay. I communicated this to them, there are no surprises here. Please proceed.

Thank you,

Jeff Swan | Director, Account Management  
Office: 415-779-2494

---

**From:** "Javier, Renato B., Jr." <rjavier@netsuite.com>  
**Date:** Thursday, December 17, 2015 at 10:48 AM  
**To:** Jeff Swan <jswan@netsuite.com>, Chad Johnson <cwjohnson@netsuite.com>  
**Cc:** "Lindsey, Aaron" <alindsey@netsuite.com>  
**Subject:** RE: NetSuite Next Steps - Proposed Concession (Grouse River)

Jeff/Chad,

I received an email from this customer in response to the Final Notice I sent them saying there is an ongoing conversation between their management and ours and that no payment will be sent to us.

As of last week, we are all in agreement that we'll proceed in collections and lock out. We need to know if there's any conversation that happened between Dec 7<sup>th</sup> and now that could change our decision to move forward.

Regards,

Jay Javier  
Manager, Credit & Collections  
(1)650-527-5906

**From:** Swan, Jeff  
**Sent:** Monday, December 07, 2015 5:04 PM

To: Lindsey, Aaron

Cc: Baudler, Holly; Johnson, Chad W.; Javier, Renato B., Jr.

Subject: Re: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

Jeff Swan | Director, Account Management  
Office: 415-779-2494

From: "Lindsey, Aaron" <[alindsey@netsuite.com](mailto:alindsey@netsuite.com)>

Date: Monday, December 7, 2015 at 4:56 PM

To: Jeff Swan <[jswan@netsuite.com](mailto:jswan@netsuite.com)>

Cc: "Baudler, Holly" <[hbaudler@netsuite.com](mailto:hbaudler@netsuite.com)>, Chad Johnson <[cwjohnson@netsuite.com](mailto:cwjohnson@netsuite.com)>, "Javier, Renato B., Jr." <[rjavier@netsuite.com](mailto:rjavier@netsuite.com)>

Subject: RE: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

Aaron Lindsey | Worldwide Credit & Collections Manager  
650-627-2479 | [alindsey@netsuite.com](mailto:alindsey@netsuite.com)



NetSuite: Where Business is Going

From: Swan, Jeff

Sent: Monday, December 07, 2015 4:35 PM

To: Lindsey, Aaron <[alindsey@netsuite.com](mailto:alindsey@netsuite.com)>

Cc: Baudler, Holly <[hbaudler@netsuite.com](mailto:hbaudler@netsuite.com)>; Johnson, Chad W. <[cwjohnson@netsuite.com](mailto:cwjohnson@netsuite.com)>

Subject: Re: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

Jeff Swan | Director, Account Management  
Office: 415-779-2494

From: "Baudler, Holly" <[hbaudler@netsuite.com](mailto:hbaudler@netsuite.com)>

Date: Monday, December 7, 2015 at 4:18 PM

To: Jeff Swan <[jswan@netsuite.com](mailto:jswan@netsuite.com)>

Cc: "Lindsey, Aaron" <[alindsey@netsuite.com](mailto:alindsey@netsuite.com)>, Chad Johnson <[cwjohnson@netsuite.com](mailto:cwjohnson@netsuite.com)>

Subject: RE: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

From: Swan, Jeff

Sent: Monday, December 07, 2015 4:15 PM

To: Baudler, Holly <[hbaudler@netsuite.com](mailto:hbaudler@netsuite.com)>

Cc: Lindsey, Aaron <[alindsey@netsuite.com](mailto:alindsey@netsuite.com)>; Johnson, Chad W. <[cwjohnson@netsuite.com](mailto:cwjohnson@netsuite.com)>

Subject: Re: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

Jeff Swan | Director, Account Management  
Office: 415-779-2494

---

From: Jeff Swan <[jswan@netsuite.com](mailto:jswan@netsuite.com)>

Date: Monday, December 7, 2015 at 11:01 AM

To: "Lindsey, Aaron" <[alindsey@netsuite.com](mailto:alindsey@netsuite.com)>

Cc: "Baudler, Holly" <[hbaudler@netsuite.com](mailto:hbaudler@netsuite.com)>, Chad Johnson <[cwjohnson@netsuite.com](mailto:cwjohnson@netsuite.com)>

Subject: FW: NetSuite Next Steps - Proposed Concession (Grouse River)

# Redacted

3558148 Grouse River Outfitters, Ltd.

Thank you,

Jeff Swan | Director, Account Management  
Office: 415-779-2494

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From: Jeff Swan <[jswan@netsuite.com](mailto:jswan@netsuite.com)>

Date: Monday, December 7, 2015 at 10:50 AM

To: "glenn.fallis@grouseriver.com" <[glenn.fallis@grouseriver.com](mailto:glenn.fallis@grouseriver.com)>

Subject: Re: NetSuite Next Steps - Proposed Concession (Grouse River)

Glenn,

Per your request, Chad Johnson has requested I reach out to you regarding settling the issues with your implementation and your open balance with NetSuite. I understand we are offering some significant concessions (~\$40K) as a result of the challenged implementation. This is in addition to a significant number of PS hours already given. You are demanding we give what's proposed plus two additional years of free service and price caps for another two-years. Essentially, demanding we give you free service for three-years plus a significant amount of PS time.

At this point, while I'm open to a discussion, I believe the distance between our two positions is too great to find a middle-ground. Therefore, I'd like to discuss a proposal where you may be able to entirely walkaway from NetSuite, without



paying any of the 13 invoices open in 2015 nor any future invoices.

As of today, you have open invoices going back 304 days, having made no payments to NetSuite in 2015. Due to the length of time these have been open, we must resolve this before the end of the month, in order to avoid a lockout of your account at that time.

Moving things around, I can be available anytime today and up until 11:00 PST, tomorrow. Please let me know a good time to give you a call to discuss.

Thank you,

**Jeff Swan** | Director, Account Management  
Office: 415-779-2494

---

**From:** Glenn Fallis [<mailto:glenn.fallis@grouseriver.com>]  
**Sent:** Thursday, December 03, 2015 9:06 PM  
**To:** Johnson, Chad W.  
**Subject:** Re: NetSuite Next Steps - Proposed Concession

Hi Chad, thanks for getting back to me. I remain firm in coming to an agreement around our initial proposal given that we have seen more than a 7 figure impact due to issues from Netsuite's ongoing failure to deliver the base system functionality and the delays/compromises to the contractual customizations that were supposed to be part of our implementation. What I proposed as a solution is allowing for Netsuite to show good faith and resolve this for pennies on the dollar. I felt I clearly articulated this in our call.

The Netsuite platform was sold to us as a fully integrated omni-channel solution for retail. 8 months after our go-live as we enter our peak selling season POS orders still don't report in the ERP and our Ecommerce checkout takes 6 seconds to load (we were sold sub-second load time). By no means is this the extent of the issues it is just an illustration of the fact that even base functionality isn't there. It is evident that there is still a ways to go before the system that was contracted is fulfilled. In the meantime we've lost well over a million dollars in business, incurred hundreds of thousands of dollars in costs, and frustrated thousands of customers.

I am not inclined to see this go any further in eating up my time or that of our organization. The misrepresentations, misinformation, missed deadlines, outstanding deliverables, and ongoing issues with base functionality have cost us dearly. Our offer to partake in a resolution that sees Netsuite incur very little in the way of out of pocket expense, especially in comparison to the business impact that we have faced, is exceedingly generous. I'd add that even with Netsuite providing the resolution we've requested that we are nowhere near a positive equation on this project. It will be at least another year before we get back to what should have been square one. Given all of this your response leaves me with the impression that the scope of impact is not understood on Netsuite's side, and/or Netsuite decision makers have not been provided some of these critical details.

We are quickly headed for a protracted and very expensive course to a resolution – I simply don't see how that is good business for either of our organizations. I believe I have clearly articulated our position and over the past 8 months have sent supporting information to many people up to and including your CEO. At this point there is little left for me to say or do so I am sending this in good faith that your team's next proposal will allow us to bring this to a close.

Best regards, Glenn

**Glenn Fallis**  
CEO & Founder



2600 Enterprise Way  
Kelowna, BC V1X 7Y5  
P: 250-868-1089  
E: [gfallis@GrouseRiver.com](mailto:gfallis@GrouseRiver.com)  
W: [www.GrouseRiver.com](http://www.GrouseRiver.com)

**From:** Chad Johnson  
**Date:** Wednesday, December 2, 2015 at 1:14 PM  
**To:** Glenn Fallis  
**Subject:** NetSuite Next Steps - Proposed Concession

Hi Glenn,

Thank you for your time last week. I was able to have some initial conversations internally and I'd like to propose moving forward with the below (in red) for final approval with the agreement from you. Please let me know if you have any questions and if we have your approval to move forward. Note that the proposal below will need to go through a formal process at NetSuite, which I'll spearhead and will take a few weeks to complete.

A full refund of all paid-up first year licensing costs – the system didn't even go live for the entire year despite the promised 4 month implementation. Given the delays in the project, NetSuite will credit back 1<sup>st</sup> year license fees. Value \$32,438.49.

Year 2 and 3 license renewal waived completely and pricing and contractual discount will carry out to year 4 & 5.

We cannot accommodate a concession of license fees beyond what's outlined in you current agreement (you have a price cap for years 4 & 5 already).

Professional services to deliver a fully compensated one week on-site reporting and system optimization engagement in January or February 2016 to help Grouse River recoup lost ground due to missing features/customizations that have persisted, and continue to persist 8 months post go-live and 18 months after the official project kick-off. NetSuite to deliver 50 hour engagement and credit back half of the fees for the hours. Granting this concession given the delays in response from Professional Services. Value \$3,375.00

PS to also deliver all project deliverables inclusive of reports and scripts per contract and documented sales communication or we agree to a financial component attached to each and it is refunded in cash. PS to complete what was agreed upon in the latest Change Order. Concession already applied for this work.

\$0 sandbox through the end of our initial three year term - this is needed at least in part due to the fact that Netsuite has continually ignored answering why we went live on an outdated reference checkout for SCA something that still has not been addressed. Additional discount on top of current discount for 3 months of sandbox that will co-terminate with the original term. Value \$1,310.94. Note this will be a part of a full terms SB Estimate and it will need to be paid.

Ongoing participation in the NS Retail CAB through the end of our 36 mo initial term. NetSuite appreciates your continued participation in the CAB for the 2-year term that all members are invited for.

The total proposed monetary concessions in the above have a value of \$37,124.43 on top of other overages and concessions already granted. This is very close to the below ask of \$50k in concession. I am hoping this is sufficient to move forward.

Best,  
Chad Johnson | Regional Sales Director – Retail/Ecommerce  
650-627-1304 | [cjohnson@netsuite.com](mailto:cjohnson@netsuite.com)  
NetSuite: Where Business is Going

---

**From:** Glenn Fallis [<mailto:glenn.fallis@grouseriver.com>]  
**Sent:** Wednesday, November 18, 2015 10:05 PM  
**To:** Johnson, Chad W.  
**Subject:** Re: NetSuite Next Steps - Proposed Concession

Hi Chad, thanks got your email on Monday and a little humour is always welcome to kick-off the week. I recall in our last conversation I recommended generating your proposal with the assistance of someone who has the ability and authority to assess this for what it is. If something of this value needs to be "sold" upstream I am not interested in those discussions. More time is being wasted and it is simply elevating the negative impact of this entire situation. How can you in good faith offer up a \$6k solution to Netsuite's failure to deliver commitments and contractual obligations that have negatively affected our customers, employees, and business reputation to the tune of more than \$1 million? This just

demonstrates and perpetuates the complete lack of alignment and understanding on what has gone on during our project.

What I am outlining below is our request based on items that can easily be provided by Netsuite vs seeking wholesale financial restitution. If your team is as interested in the efficiency of such a solution then I think this can get us there quickly. A rough calculation of real costs to Netsuite in putting this right is likely \$50-60k. The direct financial downside to our business from Netsuite not delivering its contractual obligations and sales commitments is easily more than 10x that, that's before we consider the many other factors impacted. Given the above this list is a fraction of what we will seek if there is further delay in bringing this to resolution. We are out of time, I would expect that this can be reviewed and either ok'd or declined by end of month.

- ? A full refund of all paid-up first year licensing costs – the system didn't even go live for the entire year despite the promised 4 month implementation.
- ? Year 2 and 3 license renewal waived completely and pricing and contractual discount will carry out to year 4 & 5
- ? Professional services to deliver a fully compensated one week on-site reporting and system optimization engagement in January or February 2016 to help Grouse River recoup lost ground due to missing features/customizations that have persisted, and continue to persist 8 months post go-live and 18 months after the official project kick-off.
- ? PS to also deliver all project deliverables inclusive of reports and scripts per contract and documented sales communication or we agree to a financial component attached to each and it is refunded in cash
- ? \$0 sandbox through the end of our initial three year term - this is needed at least in part due to the fact that Netsuite has continually ignored answering why we went live on an outdated reference checkout for SCA something that still has not been addressed.
- ? Ongoing participation in the NS Retail CAB through the end of our 36 mo initial term.

There have been 8 months to make this right, honestly more time has been spent dancing around this than would have been required to resolve it.

Best regards, Glenn

**Glenn Fallis**  
CEO & Founder



2600 Enterprise Way  
Kelowna, BC V1X 7Y5  
P: 250-868-1089  
E: [glenn.fallis@GrouseRiver.com](mailto:glenn.fallis@GrouseRiver.com)  
W: [www.GrouseRiver.com](http://www.GrouseRiver.com)

---

**From:** Chad Johnson  
**Date:** Monday, November 16, 2015 at 3:39 PM  
**To:** Glenn Fallis  
**Cc:** Charlie Chi  
**Subject:** NetSuite Next Steps - Proposed Concession

Hi Glenn,

I have taken our last conversation back to the team to get a full view of the challenges with the product and the effort put in by both the NetSuite PS team as well as that of the Grouse River team. What we would like to seek approval for is below. Please note that this is going to be our ask on your behalf but we want to have your buy in to ensure this is appropriate so that we do not seek approval just to be in the same position we are today. The motivation here is as discussed, to wipe the slate clean in order for us to begin to rebuild our relationship with the current state of the implementation.

We are planning to seek approval for 4 months of SCA licenses and 8 months of POS licenses. This is in addition to the latest concession that was approved of additional PS work to help resolve some outstanding challenges as well as the overage the NetSuite team had already taken on the projects to help get things to where they are today.

With the above request, the concession (if approved) would equate to \$6,307.26. Please note that this factors in the extremely high discounts that were granted to Grouse River on the original order.

Please let me know if you approve of the above approach and we will get started on the request on our end.

Best,

**Chad Johnson** | Regional Sales Director – Retail/Ecommerce  
650-627-1304 | [cjohnson@netsuite.com](mailto:cjohnson@netsuite.com)  
NetSuite: Where Business is Going

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Exhibit 20

**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Komissarenko, Nikolay <nkomissarenko@netsuite.com>; Konecny, Antonin <akonecny@netsuite.com>; Goodwin, Joshua <jgoodwin@netsuite.com>; Kisza, Karel <kkisza@netsuite.com>; Iyer, Satish <siyer@netsuite.com>; Jenkins, Branden <bjenkins@netsuite.com>  
**CC:** Murphy, Ryan <rmurphy@netsuite.com>; O'Daniel, Graham <godaniel@netsuite.com>; Otocka, David <dotocka@netsuite.com>  
**Sent:** 10/16/2014 4:45:02 PM  
**Subject:** URGENT: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"  
**Attachments:** image001.jpg; image003.jpg

Thanks so much, Nik.

This is key functionality and could be a deal-breaker for some customers, so it's important that the entire PS and Sales teams are aware of this if we cannot get it working.

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com <mailto:kmessick@netsuite.com> | @NetSuite <https://twitter.com/netsuite>  
 NetSuite <http://www.netsuite.com/>: Where Business is Going

From: Komissarenko, Nikolay  
 Sent: Thursday, October 16, 2014 9:43 AM  
 To: Messick, Karen; Konecny, Antonin; Goodwin, Joshua; Kisza, Karel; Iyer, Satish  
 Cc: Murphy, Ryan; O'Daniel, Graham; Otocka, David  
 Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Karen,

We have discovered that EMV support is not part of the Golden Image and is not even in Git.. Looks like this functionality was developed by George Hanson and was not added to the source repository. We have found deployment scripts for this so we will attach them to the issue and you will be able to proceed. But we can't guarantee if anything else is missed as this functionality is not owned by Dev/QA team at the moment. We will make code review and make sure it's part of our code repository.

Regards,  
 Nik

From: Messick, Karen  
 Sent: Thursday, October 16, 2014 5:59 PM  
 To: Komissarenko, Nikolay; Konecny, Antonin; Goodwin, Joshua; Kisza, Karel; Iyer, Satish  
 Cc: Murphy, Ryan; O'Daniel, Graham; Otocka, David  
 Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Thank you, Nik. Please let me know as this is quite urgent.

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com <mailto:kmessick@netsuite.com> | @NetSuite <https://twitter.com/netsuite>  
 NetSuite <http://www.netsuite.com/>: Where Business is Going

From: Komissarenko, Nikolay  
 Sent: Thursday, October 16, 2014 8:57 AM  
 To: Messick, Karen; Konecny, Antonin; Goodwin, Joshua; Kisza, Karel; Iyer, Satish  
 Cc: Murphy, Ryan; O'Daniel, Graham; Otocka, David  
 Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Karen,

I have reviewed IS1219 and it looks to be a different thing. So the issue reported here does look like a genuine defect. Give me some more time and I will provide more info.

Sorry for misleading you, issues look very similar.

Regards,  
 Nik

From: Messick, Karen  
 Sent: Thursday, October 16, 2014 5:49 PM  
 To: Komissarenko, Nikolay; Konecny, Antonin; Goodwin, Joshua; Kisza, Karel; Iyer, Satish  
 Cc: Murphy, Ryan; O'Daniel, Graham; Otocka, David  
 Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"



table"  
Importance: High

Ok, so in other words, we have no way to integrate credit cards in Canada for our customers? If this is the case, why was PS not aware of this?

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> | @NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Komissarenko, Nikolay  
Sent: Thursday, October 16, 2014 8:47 AM  
To: Messick, Karen; Konecny, Antonin  
Cc: Murphy, Ryan; O'Daniel, Graham; Goodwin, Joshua; Kiska, Karel; Otocka, David  
Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Karen,

This is a known gap, this functionality is not supported by the system and there is Enhancement approved for next release. It's not something that can be "fixed", it requires development and QA verification. You need to work with PMs to make it prioritized, unless it's done this feature will be delivered in next release only.

Regards,  
Nik

From: Messick, Karen  
Sent: Thursday, October 16, 2014 5:00 PM  
To: Konecny, Antonin; Komissarenko, Nikolay  
Cc: Murphy, Ryan; O'Daniel, Graham; Goodwin, Joshua; Kiska, Karel  
Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"  
Importance: High

All,  
These 2 customers both need to go live in 2 weeks, so this needs resolution asap.

Thanks,  
Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> | @NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Konecny, Antonin  
Sent: Thursday, October 16, 2014 1:21 AM  
To: Messick, Karen; Komissarenko, Nikolay  
Cc: Murphy, Ryan; O'Daniel, Graham; Goodwin, Joshua; Kiska, Karel  
Subject: RE: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Hello Karren,

I think is the same issue as IS1219 Add EMVPublicKeyReport function to POS for continued support of EMV for MPS credit card processing in Canada

which is currently with QA to proceed with verification.

Adding PMs as well

Best regards,  
Antonin Konečný | QA Lead Engineer  
akonecny@netsuite.com<mailto:akonecny@netsuite.com> | @NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going  
Named by Gartner<http://www.netsuite.com/portal/press/releases/nlpr05-13-13.shtml?eid=esig\_gartner&leadsource=PR\_Gartneresig\_0713> as Fastest Growing  
Financial Management Software Vendor Globally  
[media]Winner Best Financial Management Solution  
and Best Cloud Infrastructure

From: Messick, Karen  
Sent: Thursday, October 16, 2014 12:30 AM  
To: Konecny, Antonin; Komissarenko, Nikolay  
Cc: Murphy, Ryan; O'Daniel, Graham  
Subject: FW: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"  
Importance: High

FYI, to you guys Case 3:16-cv-02954-LB Document 116-1 Filed 09/21/18 Page 139 of 201

Karen Messick | Project Manager | Retail

O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com) | @NetSuite

NetSuite: Where Business is Going

From: NetSuite Inc. [mailto:[support@netsuite.com](mailto:support@netsuite.com)]

Sent: Wednesday, October 15, 2014 3:13 PM

To: Support Cases

Cc: Goodwin, Joshua; Messick, Karen; Ellison, Scott; Murphy, Ryan

Subject: New Case #2041140: "Defect: Cannot configure MPS EMV due to missing columns in the RA\_MPS database table"

Thank you for contacting NetSuite Customer Support.

Your Customer Care Case # is 2041140.

To reply to this message either click reply in your e-mail application or click here to access the Case through the online case form.

Hello Support,

I'd like to file a defect for two customers

Accounts: Kit and Ace (3883338) and Grouse River Outfitters, Inc. (3558148)

Business Impact: Cannot take credit card payments

Steps to reproduce:

1) Open RA\_MPS table to add MPS details

2) Add MPS details

Actual result:

Cannot mark MPS as EMV. MPS EMV configuration requires columns in the RA\_MPS table: IsEMV, TerminalID, and COMPort. These columns are missing from the RAPOS DB.

Expected results:

Columns are present and can be configured.

Can someone please put together a deployment script to add these columns and pass to Ops? The script should also update the replication definitions for the RA\_MPS table so the columns replicate correctly to registers. IsEMV column should default to False (0).

Thank you,

Graham M. O'Daniel | Sr. Professional Services Consultant

650.653.3968 office | 805.980.8168 mobile |

[godaniel@netsuite.com](mailto:godaniel@netsuite.com) | @NetSuite

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Exhibit 21

**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** O'Daniel, Graham <godaniel@netsuite.com>  
**CC:** Zenisek, Nick <nzenisek@netsuite.com>; Burnett, Mathew" <mburnett@netsuite.com>; Murphy, Ryan <rmurphy@netsuite.com>  
**Sent:** 9/25/2014 3:56:03 PM  
**Subject:** RE: Case #2026684 Update : \*\*\*3558148 GROUSE RIVER DOWNSYNC FAILS ON ITEMS AND PROCESS LOG

We've opened the case. Unfortunately, this is going to seriously delay the project. Not our issue, you're right

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: O'Daniel, Graham  
 Sent: Wednesday, September 24, 2014 9:06 PM  
 To: Messick, Karen  
 Cc: Zenisek, Nick; Burnett, Mathew  
 Subject: Re: Case #2026684 Update : \*\*\*3558148 GROUSE RIVER DOWNSYNC FAILS ON ITEMS AND PROCESS LOG

File an issue. We need to stop trying to solve errors. If it's an error we need to hand it off and move on. Sorry to be so blunt but it has to be this way.

Graham O'Daniel Sr. Software Engineer  
 805.296.7447 p | 805.980.8168 m  
 godaniel@netsuite.com<mailto:godaniel@netsuite.com>

On Sep 24, 2014, at 1:43 PM, "Messick, Karen"  
 <kmessick@netsuite.com<mailto:kmessick@netsuite.com>> wrote:  
 Now, we have this error:  
 insert duplicate key in object 'dbo.AS\_ITM\_Ext\_Prop'. The duplicate key value is (ITM343 ,  
 custitem1). The statement has been terminated. Server stack trace: at  
 NetSuite.Retail.NSAdapter.Data.Rapos.MergeData[T](IEnumerable`1 data, Boolean  
 performInsertOnly) at  
 NetSuite.Retail.NSAdapter.Synchronizer.Item.ItemsDatabaseProvider.MergeData(IRaposContext  
 context, TableContainer itemsData) at  
 NetSuite.Retail.NSAdapter.Synchronizer.DatabaseProvider`1.DoWork(IQueue`1 inputQueue,  
 ICancellation token) at NetSuite.Retail.NSAdapter.Synchronizer.Synchronizer`2.  
 <Synchronize>b\_\_2(Cancellation token) at  
 NetSuite.Retail.NSAdapter.Synchronizer.Synchronizer`2.SynchronizerModule.<>c\_\_DisplayClass9.  
 <.ctor>b\_\_7() Exception rethrown at [0]: at  
 NetSuite.Retail.NSAdapter.Synchronizer.Synchronizer`2.Synchronize() at  
 NetSuite.Retail.NSAdapter.Synchronizer.Item.ItemSynchronizer.Run() at  
 ST\_eal7f99c6bf54a18aafacdd4dba0ddaf.csproj.ScriptMain.Main() --- End of inner exception stack  
 trace --- at System.RuntimeMethodHandle.\_InvokeMethodFast(Object target, Object[] arguments,  
 SignatureStruct& sig, MethodAttributes methodAttributes, RuntimeTypeHandle typeOwner) at  
 System.Reflection.RuntimeMethodInfo.Invoke(Object obj, BindingFlags invokeAttr, Binder binder,  
 Object[] parameters, CultureInfo culture, Boolean skipVisibilityChecks) at  
 System.Reflection.RuntimeMethodInfo.Invoke(Object obj, BindingFlags invokeAttr, Binder binder,  
 Object[] parameters, CultureInfo culture) at System.RuntimeType.InvokeMember(String name,  
 BindingFlags bindingFlags, Binder binder, Object target, Object[] providedArgs,  
 ParameterModifier[] modifiers, CultureInfo culture, String[] namedParams) at  
 Microsoft.SqlServer.Dts.Tasks.ScriptTask.VSTATaskScriptingEngine.ExecuteScript() End Error  
 DTExec: The package execution returned DTSEXEC\_FAILURE (1). Started: 11:38:25 AM Finished:  
 11:40:39 AM Elapsed: 134.551 seconds. The package execution failed. The step failed.

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: NetSuite Inc. [mailto:support@netsuite.com]

Sent: Wednesday, September 24, 2014 11:16 AM  
To: Messick, Karen; Zenisek, Nick  
Subject: Case #2026684 Update : \*\*\*3558148 GROUSE RIVER DOWNSYNC FAILS ON ITEMS AND PROCESS LOG

Support Case #: 2026684<<https://system.netsuite.com/app/site/crm/externalcaseresponsepage.nl?e=T&compid=NLCORP&id=22462797&h=e2f60be76089d303f801>>.

Hello Karen,

Appreciate your response, once those steps are performed kindly inform us if the downsync still encounters a failure.

Thank you and regards,

Exequiel

Exequiel Rodrigo "Exe" Pilar  
Customer Support - NetSuite POS  
NetSuite, Inc.  
<~WRD000.jpg><<http://www.netsuite.com>>

Exhibit 22



**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Murphy, Ryan <rmurphy@netsuite.com>; Iyer, Satish <siyer@netsuite.com>  
**CC:** O'Daniel, Graham <godaniel@netsuite.com>  
**Sent:** 10/7/2014 4:01:01 PM  
**Subject:** Servers downsync failing

Grouse River - downsync on items step failing due to duplicate custom field errors (dev/qa supposed to be investigating)  
 Rally House - Downsync on items AND customers steps (items for xslt problem) customers not sure (Clone creation and access has been requested via Issue # 311895)  
 Kit & Ace - downsync failing on items step due to duplicate custom field errors (New Case #2033980: "Kit and ACE downsync still failing) not sure if a clone has been created for this, but it's the same error grouse has

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
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From: Murphy, Ryan  
 Sent: Monday, October 06, 2014 10:30 AM  
 To: Messick, Karen  
 Subject: FW: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
 Downsync fails on item step

Where do we stand on each issue below? I would like to know the status of each server, and the dept we're waiting on.

Thanks!  
 Ryan

From: O'Daniel, Graham  
 Sent: Monday, October 06, 2014 11:28 AM  
 To: Murphy, Ryan  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
 Downsync fails on item step

It appears to be a defect in the POS integration component.

Graham M. O'Daniel | Senior Software Engineer  
 650.653.3968 office | 805.980.8168 mobile |  
 godaniel@netsuite.com<mailto:godaniel@netsuite.com> | @NetSuite<https://twitter.com/netsuite>

From: Murphy, Ryan  
 Sent: Monday, October 06, 2014 10:27 AM  
 To: O'Daniel, Graham  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
 Downsync fails on item step

Can I get a bit more info on this? Why is Dev saying duplicate custom fields? Is this in NS or POS?

From: O'Daniel, Graham  
 Sent: Monday, October 06, 2014 11:17 AM  
 To: Messick, Karen; Komissarenko, Nikolay; Blum, Chris; Setiadi, Alex  
 Cc: Murphy, Ryan; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Goodwin, Joshua; Kiswa, Karel; Williams, Scott; Lee, Fredrick  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
 Downsync fails on item step

Most, if not all, of the Downsync issues revolve around custom fields. PS has no configuration steps around custom fields for 2013.2.11.1, so I do not see this as a PS configuration issue. Timeouts, lost connections, and such are also included, which again are not affected by PS.

- 310678 Kit and Ace - KeyServer configuration issue, it appeared KeyServer configuration had not been requested. Even after Keyserver was configured, there are still new downsync issues and support cases were initiated by PS on Friday  
Ops performed the KeyServer update and then we started getting the error with duplicate custom fields (same as Grouse River). This is a defect.

- 311850 Sampler Stores - Missing closing tag for customized XSLT This is a brand new server staging and there is NO custom work done on this server.

- 311880 TC Ops LLC - The setting 'Barcodes: Last Modified After' was missing in NS.Settings We don't have instructions that we are supposed to set this, so if this is the case, we will add it to our instructions. There shouldn't be a need for us to set a date here because it is defaulted for the other records in ns.settings that require dates. Please let us know if PS should be setting this as I believe it should be defaulted on the initial database. It is my understanding the setting should have been included in the server image, has this changed? This is not normally a PS requirement.

- 310555 Grouse River Outfitters - duplicate custom fields We are receiving an error from NS, there are no duplicate custom fields in the POS. There have been no customizations. If there are truly duplicated custom fields in NS, I'd like to know which fields they are so we can talk to the ERP team about that. Graham's assessment was that there weren't actually duplicates, but that the downsync had a problem and was recognizing them as duplicates when they really are not

Graham M. O'Daniel | Senior Software Engineer  
650.653.3968 office | 805.980.8168 mobile |  
godaniel@netsuite.com<mailto:godaniel@netsuite.com> | @NetSuite<https://twitter.com/netsuite>

From: Messick, Karen  
Sent: Monday, October 06, 2014 8:12 AM  
To: Komissarenko, Nikolay; Blum, Chris; Setiadi, Alex; O'Daniel, Graham  
Cc: Murphy, Ryan; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Goodwin, Joshua; Kisza, Karel; Williams, Scott; Lee, Fredrick  
Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Please see my comments below

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Komissarenko, Nikolay  
Sent: Monday, October 06, 2014 6:32 AM  
To: Messick, Karen; Blum, Chris; Setiadi, Alex  
Cc: Murphy, Ryan; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Goodwin, Joshua; Kisza, Karel; Williams, Scott; Lee, Fredrick  
Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Hi Karen,

I understand your frustration and agree there are many things that can be improved however I believe the claim is not fully justified.

I have checked last escalated Sev1 issues:

- 310678 Kit and Ace - KeyServer configuration issue, it appeared KeyServer configuration had not been requested. Even after Keyserver was configured, there are still new downsync issues and support cases were initiated by PS on Friday

- 311850 Sampler Stores - Missing closing tag for customized XSLT This is a brand new server

- 311880 TC Ops LLC - The setting 'Barcodes: Last Modified After' was missing in NS.Settings We don't have instructions that we are supposed to set this, so if this is the case, we will add it to our instructions. There shouldn't be a need for us to set a date here because it is defaulted for the other records in ns.settings that require dates. Please let us know if PS should be setting this as I believe it should be defaulted on the initial database.

- 310555 Grouse River Outfitters - duplicate custom fields We are receiving an error from NS, there are no duplicate custom fields in the POS. There have been no customizations. If there are truly duplicated custom fields in NS, I'd like to know which fields they are so we can talk to the ERP team about that. Graham's assessment was that there weren't actually duplicates, but that the downsync had a problem and was recognizing them as duplicates when they really are not

These issues are not system defects but rather process or implementation issues that require QA involvement.

Regards,  
Nik

From: Messick, Karen  
Sent: Saturday, October 04, 2014 1:00 AM  
To: Blum, Chris; Setiadi, Alex  
Cc: Murphy, Ryan; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kiska, Karel; Williams, Scott; Lee, Fredrick  
Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Yes, thank you for the approval.

I look forward to the time when we have a product that is stable and doesn't require development to intervene during initial server staging and download from NS ERP.

Thank you to everyone for jumping in on this to get it moving forward!

Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com) <<mailto:kmessick@netsuite.com>> |  
@NetSuite <<https://twitter.com/netsuite>>  
NetSuite <<http://www.netsuite.com/>>: Where Business is Going

From: Blum, Chris  
Sent: Friday, October 03, 2014 3:58 PM  
To: Setiadi, Alex  
Cc: Messick, Karen; Murphy, Ryan; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kiska, Karel; Williams, Scott; Lee, Fredrick  
Subject: Re: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Thanks for the summary. I look forward to the time when exceptions are infrequent.

On Oct 3, 2014, at 2:39 PM, "Setiadi, Alex"  
<[csetiadi@netsuite.com](mailto:csetiadi@netsuite.com) <<mailto:csetiadi@netsuite.com>>> wrote:  
Hi everyone,

To summarize everything:  
1) Temporary access to  
[grouseriveroutfitters.retailanywhere.com](http://grouseriveroutfitters.retailanywhere.com) <<http://grouseriveroutfitters.retailanywhere.com>>  
Duration: 9/11/2014 to 12/5/2014.  
Access for:  
PS:  
[kmessick@netsuite.com](mailto:kmessick@netsuite.com) <<mailto:kmessick@netsuite.com>> Kmessick  
[nzenisek@netsuite.com](mailto:nzenisek@netsuite.com) <<mailto:nzenisek@netsuite.com>> Nzenisek  
Dev/QA:



akonecny@netsuite.com<mailto:akonecny@netsuite.com> Akonecny  
 mkaluza@netsuite.com<mailto:mkaluza@netsuite.com> Mkaluza  
 plukac@netsuite.com<mailto:plukac@netsuite.com> Plukac

- 2) This is an exceptional case, that security grant an approval only for this time. This method is not intended to be a long term solution.
- 3) Giving DEV/QA access to a server during implementation phase is a bad practice. Please show your progress on solution towards the root problem. It is unbelievable to think that Retail Anywhere need to troubleshoot on implementation phase.

Best Regards,

Alex Setiadi | Security Analyst | Information Security  
 650-445-3250 | csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>  
 Netsuite: Where Business is Going

From: <Messick>, Karen <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>  
 Date: Friday, October 3, 2014 at 2:10 PM  
 To: "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>, Alex Setiadi <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Iyer, Satish" <siyer@netsuite.com<mailto:siyer@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Furman, Fima" <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>, "Komissarenko, Nikolay" <nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, "Goodwin, Joshua" <jgoodwin@netsuite.com<mailto:jgoodwin@netsuite.com>>, "Kisza, Karel" <kkisza@netsuite.com<mailto:kkisza@netsuite.com>>  
 Cc: "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

I can if I know who from dev/qa (limit of 3 users) who needs access

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Murphy, Ryan  
 Sent: Friday, October 03, 2014 1:59 PM  
 To: Setiadi, Alex; Iyer, Satish; Bolton, Chase; Agulo, AMV Amiel A.; Messick, Karen; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
 Cc: Williams, Scott; Lee, Fredrick; Blum, Chris  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Karen,

Can you please request based on current users who have access.

Thanks,  
 Ryan

From: Setiadi, Alex  
 Sent: Friday, October 03, 2014 2:56 PM  
 To: Iyer, Satish; Murphy, Ryan; Bolton, Chase; Agulo, AMV Amiel A.; Messick, Karen; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
 Cc: Williams, Scott; Lee, Fredrick; Blum, Chris

Subject: Re: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
Downsync fails on item step

Hi,

Ok, please submit the access request.

Thanks,  
Alex Setiadi

From: <Iyer>, Satish <siyer@netsuite.com<mailto:siyer@netsuite.com>>  
Date: Friday, October 3, 2014 at 1:23 PM  
To: "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>, Alex Setiadi  
<csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Bolton, Chase"  
<cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Agulo, AMV Amiel A."  
<aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Messick, Karen"  
<kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Furman, Fima"  
<ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Hogan, Ryan"  
<rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Sagabaen, Eileen"  
<esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John"  
<jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M."  
<mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek"  
<mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>, "Komissarenko, Nikolay"  
<nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, "Goodwin, Joshua"  
<jgoodwin@netsuite.com<mailto:jgoodwin@netsuite.com>>, "Kisza, Karel"  
<kkisza@netsuite.com<mailto:kkisza@netsuite.com>>  
Cc: "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Lee, Fredrick"  
<flee@netsuite.com<mailto:flee@netsuite.com>>, "Blum, Chris"  
<CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
Downsync fails on item step

Just to add, I tried to provision a sandbox to help test, but that is stuck due to some internal system issue. We would not be asking for an exception otherwise.

Satish Iyer| PS Vertical Lead, Retail & ecommerce  
650-294-0627 | siyer@netsuite.com<mailto:siyer@netsuite.com>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Murphy, Ryan  
Sent: Friday, October 03, 2014 1:15 PM  
To: Setiadi, Alex; Bolton, Chase; Agulo, AMV Amiel A.; Messick, Karen; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
Cc: Williams, Scott; Lee, Fredrick; Blum, Chris; Iyer, Satish  
Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
Downsync fails on item step

My apologies - I mean Pre-Production (implementation phase). And being able to create an exception for this just like TC Ops. It's true we have a call for next Wednesday to define a process, however we've hit a snag on requesting a pre-production SandBox (which is required for Issue 3121469 to proceed), and due to customer temperature I don't believe we can wait for this to be resolved.

From: Setiadi, Alex  
Sent: Friday, October 03, 2014 2:07 PM  
To: Murphy, Ryan; Bolton, Chase; Agulo, AMV Amiel A.; Messick, Karen; Furman, Fima; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
Cc: Williams, Scott; Lee, Fredrick; Blum, Chris; Iyer, Satish  
Subject: Re: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >  
Downsync fails on item step  
Importance: High

Hi Ryan M,

Please let security know more detail information regarding access to Grouse River. Last time, my understanding a sandbox server has been requested/created so QA can access and troubleshoot there (Issue 311469). Instead of doing it directly on Grouse River (I assume this is the soon-to-be production server)

\* From your email, "I would like to request another exception to allow dev to access Grouse POS Prod to troubleshoot the issue."

\* I thought Grouse River is not a production server yet ? (last email mention it suppose to go live in 2 weeks ?)

\* Can I have a confirmation whether Grouse River is a new server (on implementation phase towards production) or an actual existing customer production server ?

\* What is the latest status on Issue 311469 ?

\* Assuming it already provisioned, can DEV/QA do the troubleshoot there ?

\* If DEV/QA can't, please let us know what is the issue ?

\* Also, I believe Karen organize a meeting for this

o POS issues resolution discussion - access to AWS/data

Scheduled: Oct 8, 2014, 9:30:00 AM to 10:30:00 AM

Location: 866-240-6413 conf code: 741 089 5002

Invitees: Hogan, Ryan <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, Konecny, Antonin <akonecny@netsuite.com<mailto:akonecny@netsuite.com>>, Komissarenko, Nikolay <nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, FURMAN, EFIM <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, Messick, Karen E <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, MURPHY, RYAN <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>, Bolton, Chase <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, Setiadi, Christian <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, AGULO, AMV AMIEL A <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, Ynion, Eileen Sagabaen <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>

\*\*\*\*\* DO NOT DELETE OR CHANGE ANY OF THE TEXT BELOW THIS LINE \*\*\*\*\*

You have scheduled the following audio conference:

Call-in toll-free number:1-866-2406413

Call-in number:1-253-2147269

Leader PIN:1983

Conference Code:7410895002

Â Â Â

Best Regards,



Alex Setiadi | Security Analyst | Information Security  
 650-445-3250 | csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>  
 Netsuite: Where Business is Going

From: <Murphy>, Ryan <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>  
 Date: Friday, October 3, 2014 at 12:04 PM  
 To: "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Messick, Karen" <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Furman, Fima" <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, Alex Setiadi <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>, "Komissarenko, Nikolay" <nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, "Goodwin, Joshua" <jgoodwin@netsuite.com<mailto:jgoodwin@netsuite.com>>, "Kisza, Karel" <kkisza@netsuite.com<mailto:kkisza@netsuite.com>>  
 Cc: "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>, "Iyer, Satish" <siyer@netsuite.com<mailto:siyer@netsuite.com>>  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Security,

We've hit a snag on getting the SB provisioned, and we're having to file a case to get resolved. The customer is livid, and the entire project is now at risk. I would like to request another exception to allow dev to access Grouse POS Prod to troubleshoot the issue.

Thanks,  
 Ryan

From: Bolton, Chase  
 Sent: Tuesday, September 30, 2014 8:06 PM  
 To: Agulo, AMV Amiel A.; Messick, Karen; Murphy, Ryan; Furman, Fima; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
 Cc: Williams, Scott; Lee, Fredrick; Blum, Chris  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

Digz,

For this point:  
 Support will file the issue based on the approved requirements / changes from Security that Operations can process.

Do you feel like TS has good documentation from Ops and Security to reference for what is approved, what the process is, what information needs to be provide in a request, and what the result of a correctly formed request should be?  
 If not, what documentation and for which process would be helpful?

Thanks,  
 Chase

---

From: Agulo, AMV Amiel A.  
 Sent: Tuesday, September 30, 2014 7:00 PM  
 To: Messick, Karen; Murphy, Ryan; Furman, Fima; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
 Cc: Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
 Subject: RE: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS >



Downsync fails on item step  
 We have to wait for Satish to complete the provisioning request. The initial data copy would normally depend on the records in their production db.

For the clone server request, it will be created based on the decision that will be made on this thread. Support will file the issue based on the approved requirements / changes from Security that Operations can process.

Best regards,  
 Digz

From: Messick, Karen  
 Sent: Wednesday, October 01, 2014 6:14 AM  
 To: Agulo, AMV Amiel A.; Murphy, Ryan; Furman, Fima; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kizza, Karel  
 Cc: Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
 Subject: Grouse River S3 - Issue 310555 : 3558148 Grouse River Outfitters, Ltd. > NSPOS > Downsync fails on item step

How long will this entire below process take? Who has to request the clone...me?

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Agulo, AMV Amiel A.  
 Sent: Tuesday, September 30, 2014 3:09 PM  
 To: Murphy, Ryan; Furman, Fima; Messick, Karen; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kizza, Karel  
 Cc: Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hi Ryan,

From the request of QA, we need:

1. Server (implementation or clone) access for QA/Dev
2. PS Sandbox that will connect and replicate to the server #1

For #2, Satish can provision the PS Sandbox and then we can contact the customer to initialize the data copy for the PS sandbox environment.

For #1, it will be based on the final agreement in this thread.

Best regards,  
 Digz

From: Murphy, Ryan  
 Sent: Wednesday, October 01, 2014 5:46 AM  
 To: Furman, Fima; Messick, Karen; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kizza, Karel  
 Cc: Agulo, AMV Amiel A.; Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Karen,

Can you please organize this meeting?

For the rest of the team,

I need to know how we're going to resolve Grouse River - and getting this issue fixed/researched by Dev/QA. I'm on escalation emails with them daily on this issue and I don't know what to tell them other than 'sorry'.

Thanks,  
Ryan

From: Furman, Fima  
Sent: Tuesday, September 30, 2014 3:44 PM  
To: Messick, Karen; Murphy, Ryan; Setiadi, Alex; Hogan, Ryan; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kiska, Karel  
Cc: Agulo, AMV Amiel A.; Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Karen,

This topic will require a meeting with PS, Dev, Security, Support and Ops presence - it's likely a new gap we need to create process around.

Fima Furman  
Sr Director, Development (NetSuite - OpenAir, RetailAnywhere)  
NetSuite | (NYSE:N)  
ffurman@netsuite.com<mailto:ffurman@netsuite.com>

From: <Messick>, Karen <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>  
Date: Tuesday, September 30, 2014 at 5:36 PM  
To: Fima Furman <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>, "Setiadi, Alex" <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>, Nikolay Komissarenko <nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, "Goodwin, Joshua" <jgoodwin@netsuite.com<mailto:jgoodwin@netsuite.com>>, "Kiska, Karel" <kkiska@netsuite.com<mailto:kkiska@netsuite.com>>  
Cc: "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Fima,  
I think that is a good suggestion. What NS instance would those clones integrate to? Also, would we need to request a refresh of those clones any time a new issue arises on the implementation server so they match up during troubleshooting?

Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Furman, Fima  
Sent: Tuesday, September 30, 2014 2:34 PM  
To: Murphy, Ryan; Setiadi, Alex; Hogan, Ryan; Messick, Karen; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kiska,

Case 3:16-cv-02554-LB Document 120-1 Filed 09/21/18 Page 153 of 201  
Karel  
Cc: Agulo, AMV Amiel A.; Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation  
server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

2) Giving Dev/QA access to the server during implementation phase is bad practice and exceptional. Dev needs to work to ensure this access is NOT needed in the future and there will be NO increase the number of users given access to RA implementations.

Ryan, John: Should we treat PS clones just as production instances and request clones for dev to have exclusive access? Bugs can happen in any environment including pre-production environments.

Fima Furman  
Sr Director, Development (NetSuite - OpenAir, RetailAnywhere)  
NetSuite | (NYSE:N)  
ffurman@netsuite.com<mailto:ffurman@netsuite.com>

From: <Murphy>, Ryan <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>  
Date: Tuesday, September 30, 2014 at 5:25 PM  
To: Fima Furman <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Setiadi, Alex" <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Messick, Karen" <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>, Nikolay Komissarenko <nkomissarenko@netsuite.com<mailto:nkomissarenko@netsuite.com>>, "Goodwin, Joshua" <jgoodwin@netsuite.com<mailto:jgoodwin@netsuite.com>>, "Kisza, Karel" <kkisza@netsuite.com<mailto:kkisza@netsuite.com>>  
Cc: "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation  
server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

The issue is for Grouse River is: 310555

How is dev researching issues for George's Music since they're not live?

PS needs to understand the defined process so we can properly take care of our customers.

From: Furman, Fima  
Sent: Tuesday, September 30, 2014 3:23 PM  
To: Setiadi, Alex; Murphy, Ryan; Hogan, Ryan; Messick, Karen; Sagabaen, Eileen; Menerick, John; Florida, Marachelle M.; Kumpost, Marek; Komissarenko, Nikolay; Goodwin, Joshua; Kisza, Karel  
Cc: Agulo, AMV Amiel A.; Williams, Scott; Bolton, Chase; Lee, Fredrick; Blum, Chris  
Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation  
server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

(+ Nik, Josh and Karel)

Everyone, please make sure Nik is part of the thread if things are being asked of development?

Ryan, what are the issue numbers describing gaps that prevent PS deploy without dev help? If those are bugs, QA needs to review. If those are feature gaps PM team needs to analyze and prioritize.

Fima Furman  
Sr Director, Development (NetSuite - OpenAir, RetailAnywhere)



From: <Setiadi>, Alex <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>  
Date: Tuesday, September 30, 2014 at 5:13 PM  
To: "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Messick, Karen" <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>  
Cc: "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, Fima Furman <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hi,

Security agreed to make an exception for that one-time only.  
It is not in our best interest to make that exception process a solution for the root cause. As we stated in the previous email, "Giving Dev/QA access to the server during implementation phase is bad practice and exceptional. Dev needs to work to ensure this access is NOT needed in the future and there will be NO increase the number of users given access to RA implementations."  
My suggestion for this case, security will not approve, at least until DEV give a certain progress on their solution.

Best Regards,

Alex Setiadi | Security Analyst | Information Security  
650-445-3250 | csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>  
Netsuite: Where Business is Going

From: <Murphy>, Ryan <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>  
Date: Tuesday, September 30, 2014 at 2:03 PM  
To: "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>, "Messick, Karen" <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Menerick, John" <jmenerick@netsuite.com<mailto:jmenerick@netsuite.com>>, Alex Setiadi <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Kumpost, Marek" <mkumpost@netsuite.com<mailto:mkumpost@netsuite.com>>  
Cc: "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Lee, Fredrick" <flee@netsuite.com<mailto:flee@netsuite.com>>, "Furman, Fima" <ffurman@netsuite.com<mailto:ffurman@netsuite.com>>, "Blum, Chris" <CBlum@netsuite.com<mailto:CBlum@netsuite.com>>  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

This is great, but how do we address the fact that dev needs access to almost all of our implementations prior to go live due to product stability issues?

We have another customer - Grouse River, issue: 310555, where they plan to go live in two weeks and we can't even get their server working. And, it's a leading Omni-Channel Retail Customer.

From: Hogan, Ryan

Sent: Monday, September 29, 2014 11:45 AM  
 To: Messick, Karen; Sagabaen, Eileen; Menerick, John; Setiadi, Alex; Florida, Marachelle M.; Kumpost, Marek  
 Cc: Agulo, AMV Amiel A.; Williams, Scott; Bolton, Chase; Murphy, Ryan; Lee, Fredrick; Furman, Fima; Blum, Chris  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
 Importance: High

Hi Karen & Ops,  
 Security has discussed this issue and we agree on a couple things:

1) Ops can change the access to allow the Dev/QA folks access to the customer implementation in this particular case.

a. temporary change access (Issue: 310515 Duration: 9/24/2014 to 11/30/2014)

i. PS:

kmessick@netsuite.com<mailto:kmessick@netsuite.com> Kmessick

nzenisek@netsuite.com<mailto:nzenisek@netsuite.com> Nzenisek

Dev/QA:

akonecny@netsuite.com<mailto:akonecny@netsuite.com> Akonecny

mkaluza@netsuite.com<mailto:mkaluza@netsuite.com> Mkaluza

plukac@netsuite.com<mailto:plukac@netsuite.com> Plukac

ii. This access should be removed as soon as possible and remain limited to 5 people total for all PS, Dev, QA.

iii. The timeframe for the exception does NOT get extended when people are added or removed. If an extension is requested and granted it will only be for 30 days.

2) Giving Dev/QA access to the server during implementation phase is bad practice and exceptional. Dev needs to work to ensure this access is NOT needed in the future and there will be NO increase the number of users given access to RA implementations.

Thanks,

Ryan Hogan | Senior Manager Information Security  
 650.703.9832 | rhogan@netsuite.com<mailto:rhogan@netsuite.com>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going  
 Named by Gartner<http://www.netsuite.com/portal/press/releases/nlpr05-13-13.shtml?eid=esig\_gartner&leadsource=PR\_Gartneresig\_0713> as Fastest Growing Financial Management Software Vendor Globally  
 <image003.jpg>Winner Best Financial Management Solution  
 and Best Cloud Infrastructure

From: Messick, Karen  
 Sent: Monday, September 29, 2014 9:54 AM  
 To: Sagabaen, Eileen; Menerick, John; Setiadi, Alex; Florida, Marachelle M.; Kumpost, Marek  
 Cc: Agulo, AMV Amiel A.; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan; Lee, Fredrick; Furman, Fima  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
 Importance: High

All,

Where do we stand with getting access for development to get access to the server? What needs to happen to get this accomplished?

The customer is escalating quickly and the project is in jeopardy unless we can get the defect resolved asap.

Karen

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Sagabaen, Eileen  
 Sent: Friday, September 26, 2014 11:41 AM  
 To: Menerick, John; Messick, Karen; Setiadi, Alex; Florida, Marachelle M.; Kumpost, Marek  
 Cc: Agulo, AMV Amiel A.; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan; Lee, Fredrick; Furman, Fima  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hi John - TS (Myself and AMV) can call you but it would be better to have representation from Ops

Regards  
 Eileen

From: Menerick, John  
 Sent: Friday, September 26, 2014 2:35 PM  
 To: Sagabaen, Eileen; Messick, Karen; Setiadi, Alex; Florida, Marachelle M.; Kumpost, Marek  
 Cc: Agulo, AMV Amiel A.; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan; Lee, Fredrick; Furman, Fima  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hi everyone! I am John Menerick. I will be working with you on NSPOS's security concerns. When I read the below thread, it isn't clear to me what is being asked of Security. To whom can I call to quickly come up to speed on what is being asked?

Warmly,

John Menerick | Security  
 650-627-1000 | [jmenerick@netsuite.com](mailto:jmenerick@netsuite.com)<<mailto:jmenerick@netsuite.com>>  
 NetSuite: Where Business is Going

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From: Sagabaen, Eileen  
 Sent: Friday, September 26, 2014 11:29 AM  
 To: Messick, Karen; Setiadi, Alex; Florida, Marachelle M.; Kumpost, Marek; Menerick, John  
 Cc: Agulo, AMV Amiel A.; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan; Lee, Fredrick; Furman, Fima  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
 Adding Marek and John - I received notification from Fima that they are taking over POS security issues.  
 The new SME was approved by security (Chris) and covers both QA and DEV within the same timeline originally approved as blanket approval.

regards  
 Eileen Sagabaen-Union| Manager Customer Support -Point-Of-Sale/OpenAir  
 632-917-8066362 | [esagabaen@netsuite.com](mailto:esagabaen@netsuite.com)<<mailto:esagabaen@netsuite.com>> |  
 @NetSuite<<https://twitter.com/netsuite>>  
 NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Messick, Karen  
 Sent: Friday, September 26, 2014 1:38 PM  
 To: Setiadi, Alex; Florida, Marachelle M.  
 Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Alex,  
 The below change is what I requested. This is a new implementation server and our blanket SME approval for the 90 days applies to it. They are not in production and won't be for at least 3



months. I'm unsure how long we will take to receive the request.

In regards to your questions below, we end up needing dev/qa to have access to almost all implementation servers so they can investigate software defects. I believe that dev/qa should always have access to implementation servers OR that their access should be separate from the 5 PS users we are allowed.

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Setiadi, Alex  
Sent: Friday, September 26, 2014 10:33 AM  
To: Messick, Karen; Florida, Marachelle M.  
Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen; Hogan, Ryan; Williams, Scott; Bolton, Chase; Murphy, Ryan  
Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
Importance: High

Hi Karen,  
Hi Florida,

This is the request that I received from Florida, Marachelle M. Please let me know, if this is not the case.  
Original list:

PS:  
godaniel@netsuite.com<mailto:godaniel@netsuite.com> Godaniel  
kmessick@netsuite.com<mailto:kmessick@netsuite.com> Kmessick  
nzenisek@netsuite.com<mailto:nzenisek@netsuite.com> Nzenisek  
sellison@netsuite.com<mailto:sellison@netsuite.com> Sellison

Changing it to:  
PS:  
kmessick@netsuite.com<mailto:kmessick@netsuite.com> Kmessick  
nzenisek@netsuite.com<mailto:nzenisek@netsuite.com> Nzenisek

Dev/QA:  
akonecny@netsuite.com<mailto:akonecny@netsuite.com> Akonecny  
mkaluza@netsuite.com<mailto:mkaluza@netsuite.com> Mkaluza  
plukac@netsuite.com<mailto:plukac@netsuite.com> Plukac

I just jumped in to this situation, I will appreciate the help in bring me up to speed with the case/situations. Some questions that I have:

- \* Is this an access to production server ? If not, is it clone ? Sandbox ?
  - \* What kind of data stored in the system ? Do you have any customer data ?
  - \* Based on your request, you want to give DEV/QA access, remove DEV/QA once they done and have PS regain their access.
  - \* How long will Dev/QA need the access for ?
  - \* Looks like you foresee this to happen on every new implementation:
  - \* May I know, how did you foresee this ? Did you know/find the root problem that cause it ?
  - \* Instead of increasing the number of access, I prefer to address the root cause, in order for everyone to not have this problem in the future.
- Best Regards,

Alex Setiadi | Security Analyst | Information Security  
650-445-3250 | csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>  
NetSuite: Where Business is Going

From: <Messick>, Karen <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>  
Date: Friday, September 26, 2014 at 9:28 AM

To: Alex Setiadi <csetiadi@netsuite.com>, "Williams, Scott" <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>, "Hogan, Ryan" <rhogan@netsuite.com<mailto:rhogan@netsuite.com>>  
 Cc: "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>  
 Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Alex,  
 This is a brand new implementation server and we are in the beginning of the 90 days.  
 We need to modify the users because we are only allowed 5 users per server and PS requests only our resources to use those 5. However, we almost always end up needing dev/qa to get involved to resolve issues since the product is not stable. I'll need to add dev/qa now to fix a problem and then I'll have to modify the users again to add my PS resources back so we can continue the project.  
 What can we do here? Is it possible to not include dev/qa users in the 5 user limit since they are needed on every implementation to fix issues?

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Setiadi, Alex  
 Sent: Friday, September 26, 2014 7:28 AM  
 To: Williams, Scott  
 Cc: Messick, Karen; Agulo, AMV Amiel A.; Sagabaen, Eileen; Bolton, Chase; Florida, Marachelle M.; Murphy, Ryan  
 Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hi,  
 Is this a request to extend the current access ? Or request to swap the user ?  
 Regardless,  
 We already agreed before, for extension it will be 30 days.  
 If you want to swap users, you need to provide business justification and approved by security, I believed this happened before and it was because the users are no longer with Netsuite.

Best Regards,  
 Alex Setiadi | Security Analyst | Information Security  
 650-445-3250 | csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>  
 Netsuite: Where Business is Going

From: <Williams>, Scott <swilliams@netsuite.com<mailto:swilliams@netsuite.com>>  
 Date: Thursday, September 25, 2014 at 6:54 PM  
 To: "Murphy, Ryan" <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>>  
 Cc: "Messick, Karen" <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>, "Agulo, AMV Amiel A." <aagulo@netsuite.com<mailto:aagulo@netsuite.com>>, "Sagabaen, Eileen" <esagabaen@netsuite.com<mailto:esagabaen@netsuite.com>>, "Bolton, Chase" <cbolton@netsuite.com<mailto:cbolton@netsuite.com>>, "Florida, Marachelle M." <mflorida@netsuite.com<mailto:mflorida@netsuite.com>>, Alex Setiadi <csetiadi@netsuite.com<mailto:csetiadi@netsuite.com>>  
 Subject: Re: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Adding Alex with Security to the thread to advise.

On Sep 25, 2014, at 5:32 PM, Murphy, Ryan <rmurphy@netsuite.com<mailto:rmurphy@netsuite.com>> wrote:  
All -

I'm out tomorrow so initiating this string will not do anyone justice.

Please email Ryan H and Chris B asking them if this is possible. (Chase or Karen)

Thanks  
Ryan

From: Messick, Karen  
Sent: Thursday, September 25, 2014 4:03 PM  
To: Murphy, Ryan  
Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen; Bolton, Chase; Florida, Marachelle M.; Williams, Scott  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
Importance: High

Ryan,  
Can you reach out to the appropriate resources in security to clarify whether swapping out users during the initial implementation is allowed?

Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Bolton, Chase  
Sent: Thursday, September 25, 2014 2:57 PM  
To: Messick, Karen; Florida, Marachelle M.; Williams, Scott; Murphy, Ryan  
Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Karen,

I don't see Security on this thread. They are the owners of the approval process. I don't believe they covered user swapping. Only initiation and extension.

Best,  
Chase

---

From: Messick, Karen  
Sent: Thursday, September 25, 2014 2:51 PM  
To: Florida, Marachelle M.; Williams, Scott; Bolton, Chase; Murphy, Ryan  
Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen  
Subject: RE: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server: thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)  
All,

We are modifying the original access users list. I think I need some clarification on the rules around this because any time PS needs dev/qa to get involved to fix a problem, this is going to be a huge obstacle.

What is the rule? Can we not modify the users with access during the original implementation time period of 90 days?

Clarification is urgent as this is a pressing issue that needs resolution

Karen Messick | Project Manager | Retail

O: (650) 653-5555  
 @NetSuite<<https://twitter.com/netsuite>>  
 NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Florida, Marachelle M.  
 Sent: Thursday, September 25, 2014 2:32 PM  
 To: Messick, Karen  
 Cc: Agulo, AMV Amiel A.; Sagabaen, Eileen  
 Subject: FW: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server:  
 thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation  
 server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Hello Karen,

Please see the update from Ops below.  
 I'm leaving for the day so I'm copying both Digz and Eileen.

Thanks,  
 Mara

From: Williams, Scott [mailto:[swilliams@netsuite.com](mailto:swilliams@netsuite.com)]  
 Sent: Thursday, September 25, 2014 2:17 PM  
 To: Florida, Marachelle M.  
 Subject: S3 - Issue 310515 : 3777811 TC Ops LLC > Implementation server:  
 thecollective.retailanywhere.com<<http://thecollective.retailanywhere.com>> > Implementation  
 server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Issue Number

310515

Assigned To

TSSCRUB

Product

Retail Anywhere

Product Team

RA - Operations

Type

Task

Severity

S3 - Issue

Status

TS-Investigate

Broken In

NSPOS (2013.2.11.1)

Link

<https://system.netsuite.com/app/crm/support/issuedb/issue.nl?id=22462920&c=NLCORP&e=T>

DRT

Yes

Defect Points



100

Abstract: 3777811 TC Ops LLC > Implementation server:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> > Implementation  
server access for POS Implementation J696302 > Duration: (9/24/2014 to 11/30/2014)

Details: (In Reverse Chronological Order)

Williams, Scott  
9/25/2014 10:16 pm

When reviewing, this issue is an extension. Access was already applied for the 90 day Security approved access period. Extensions are for up to 30 days ONLY.

If the original access applied in issue 303586 needs to adjusted, Security requires justification for this currently after last meeting regarding changes to implementation security.

Sending back to TS-investigate for either a valid extension range (up to 10/25) or else provide justification and I will forward this to Security for approval before applying.  
Assigned To : Changed from 'Williams, Scott' to 'TSSCRUB'  
Copy Employees : Set to 'Florida, Marachelle M; VANGEL, LEIGH; Williams, Scott; Ynion, Eileen Sagabaen'  
Email Assignee : Set to 'TSSCRUB'  
Issue Status : Changed from 'OPS-Assigned' to 'TS-Investigate'  
Product Team Update Date Stamp : Set to '9/25/2014'  
TS Ownership Date : Set to '9/25/2014'  
TS Ownership Time : Set to '02:16 pm'

Williams, Scott  
9/25/2014 10:08 pm

For future requests, including the instance id of the server instead of dns name, in this casethecollective.retailanywhere.com<http://casethecollective.retailanywhere.com> is (i-25a20fce), makes it much faster for Ops with applying access on AWS.

Thanks.

Will update when completed.

Copy Employees : Set to 'Florida, Marachelle M; VANGEL, LEIGH; Williams, Scott; Ynion, Eileen Sagabaen'

Williams, Scott  
9/25/2014 10:05 pm

Assigned To : Changed from 'RA - OPSSCRUB' to 'Williams, Scott'  
Copy Employees : Set to 'Florida, Marachelle M; Ynion, Eileen Sagabaen'  
Email Assignee : Set to 'Williams, Scott'

VANGEL, LEIGH  
9/25/2014 10:01 pm

Setting DRT for 3777811 TC Ops LLC  
Implementation is halted because of this issue. PS needs this task processed so they could proceed with implementation. 3777811 TC Ops LLC is one of our largest POS customers and have been delayed due to the downsync failure.  
Copy Employees : Set to 'Florida, Marachelle M; Ynion, Eileen Sagabaen'  
DRT (deprecated) : Changed from 'F' to 'T'  
DRT Date : Set to '9/25/2014'

Ynion, Eileen Sagabaen  
9/24/2014 7:09 pm

Setting to S2 - access is needed to fix defect 310151 and implementation is interrupted if access is not processed  
Copy Employees : Set to 'AGULO, AMV AMIEL A; Florida, Marachelle M; Ynion, Eileen Sagabaen'  
Customer Affected : Changed from 'Customer Affected' to 'Customer Reported'  
Email Me When : Changed from 'Never' to 'On Any Change'  
SLT Date : Set to '9/24/2014'

Florida, Marachelle M  
9/24/2014 6:53 pm

3777811 TC Ops LLC  
Karen Messick  
kmessick@netsuite.com<mailto:kmessick@netsuite.com>  
Professional Services

NOTE: QA/Dev access is needed to fix issue 310151. This request supersedes task 303586.

#### NetSuite Security Management Exceptions Form

Policy Being Excepted: Implementation Server & SQL DB Access Up to 90 Days by Request for NSPOS customer activity:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> 9/24/2014 to 11/30/2014

I understand that compliance with NetSuite's security policies and standards is expected for all individuals, organizational units, information systems, and communication systems. I have read the above-named policy or standard and I believe that the control(s) described therein should not be required for the following identified individuals, organizational unit, information system, or communication system:

Exception: The following team member will need Implementation Server & SQL DB Access Up to 90 Days by Request for NSPOS customer activity:  
thecollective.retailanywhere.com<http://thecollective.retailanywhere.com> 9/24/2014 to 11/30/2014.

PS:  
kmessick@netsuite.com<mailto:kmessick@netsuite.com> Kmessick  
nzenisek@netsuite.com<mailto:nzenisek@netsuite.com> Nzenisek

Dev/QA:  
akonecny@netsuite.com<mailto:akonecny@netsuite.com> Akonecny  
mkaluza@netsuite.com<mailto:mkaluza@netsuite.com> Mkaluza  
plukac@netsuite.com<mailto:plukac@netsuite.com> Plukac

I believe that an exception to this policy or standard is warranted because:  
Exception Rationale:

1. Implementation Server
2. 3777811 TC Ops LLC
3. J696302

This server access will allow PS POS to implement the changes / customizations or implementation tasks necessary to fulfill PS POS billable work. This to include configuration of the NSPOS server and registers for customer environments and will require access to the SQL



tables, reports, survey data, HRD databases, etc. The survey tables adhere to internal guidelines agreed to by Security and Audit.

Responsible Manager  
Ueckert, Brant

Department  
Cost of Services: Professional Services: Professional Services - POS

Information Security Manager  
BLUM, CHRISTOPHER

Status: Approved

This request falls into the internal guidelines for Security Standard Approval. NO formal approval document will be submitted. Apply security as standard guidelines for New Customer Implementation.

Security guidelines and processes changed to new format and standards 04/30/2014  
Copy Employees : Set to 'AGULO, AMV AMIEL A; Messick, Karen E; RA - Operations; Support, Support - POS; Ynion, Eileen Sagabaen'  
Email Assignee : Set to 'RA - OPSSCRUB'  
Email Me When : Changed from 'Never' to 'On Any Change'  
I Own This Issue : Changed from 'F' to 'T'

<image003.jpg>

Exhibit 25

**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Iyer, Satish <siyer@netsuite.com>  
**Sent:** 11/10/2014 5:18:00 PM  
**Subject:** RE: 11/10 UPDATE: Project issues needing escalations - Karen  
**Attachments:** image001.png

Yes, they did go live, but they can't utilize gift cards at all until this is fixed.

I will be out of the office from November 22nd through the 30th for the Thanksgiving holiday.  
 Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Iyer, Satish  
 Sent: Monday, November 10, 2014 9:18 AM  
 To: Messick, Karen  
 Subject: RE: 11/10 UPDATE: Project issues needing escalations - Karen

So Kit and Ace did not go live this weekend?

From: Messick, Karen  
 Sent: Monday, November 10, 2014 9:16 AM  
 To: Iyer, Satish  
 Cc: Messick, Karen  
 Subject: 11/10 UPDATE: Project issues needing escalations - Karen  
 Importance: High

Updated:

1. Sampler Stores/Rally House - 311851 - webservices downsync time out
2. Grouse River & Kit and Ace - defect 314297 - gift cards w/auth code functionality doesn't work in current release (this is held up because Dev environment needs to be updated by Ops)
3. Handup Charitable Trust - needs 11.3 - case 2045452 should be getting an issue created (will be updated hopefully this week)

Karen Messick | Project Manager | Retail  
 O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
 @NetSuite<https://twitter.com/netsuite>  
 NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Messick, Karen  
 Sent: Friday, October 24, 2014 3:22 PM  
 To: Iyer, Satish  
 Subject: Project issues needing escalations - Karen

1. TC Ops/The Collective needs 11.3 - case was closed by Ops (Jeff O working on getting 11.3 released early)
2. Sampler Stores/Rally House needs 11.3 and current issue w/ ERP time out message IS: 311851 (Jeff O working on getting 11.3 released early)
3. Handup Charitable Trust - needs 11.3 - case 2045452 should be getting an issue created
4. Grouse River & Kit and Ace - defect 314297 - gift cards w/auth code functionality doesn't work in current release
5. Design Within Reach - issue as task 310727 - Ops will not create the clone environment for the PS work without upper management approval (been waiting for 1 month)

Karen Messick | Project Manager | Retail

O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>> |

@NetSuite<<https://twitter.com/netsuite>>

NetSuite<<http://www.netsuite.com/>>: Where Business is Going

[ns email logo]

Exhibit 26

**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Iyer, Satish <siyer@netsuite.com>  
**Sent:** 10/27/2014 5:31:04 PM  
**Subject:** FW: Gift cards for POS - Orlebar Brown  
**Attachments:** image001.png; image002.png

The same issue with gift cards that is happening for Grouse River and Kit & Ace is now going to affect Orlebar Brown.

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Abi Somorin [mailto:Abi@orlebarbrown.com]  
Sent: Monday, October 27, 2014 9:40 AM  
To: Messick, Karen  
Cc: Giles, Nicholas; Woodhams, Mark; Sullivan, Craig  
Subject: Re: Gift cards for POS  
Importance: High

Hi Karen

Thanks for the update but this poses a serious problem for us as up until now we did not realise there was an issue with the Auth. Code on the card.

Is this a new issue/bug or has it never worked? As you are aware, we are scheduled to go live w/c 10th of November and following our recent conversations we opted for this option as it was the only option not requiring further development (we have had to modify our business process to avoid development). Any insight from the product team as to when this will be resolved?

Kind regards,

Abi  
--

ABI SOMORIN

SENIOR IT MANAGER

[cid:image001.png@01CFF1BE.74726CD0]

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W: www.orlebarbrown.com<http://www.orlebarbrown.com>

Social: facebook.com/orlebarbrown | twitter.com/orlebarbrown | Instagram: orlebarbrown



From: <Messick>, Karen <kmessick@netsuite.com<mailto:kmessick@netsuite.com>>  
Date: Monday, 27 October 2014 15:17  
To: abi somorin <abi@orlebarbrown.com<mailto:abi@orlebarbrown.com>>  
Cc: "Giles, Nicholas" <ngiles@netsuite.com<mailto:ngiles@netsuite.com>>  
Subject: RE: Gift cards for POS

Abi,  
I will tell you that there is an issue with the "auth code on card" option at the moment. We have a case filed for our dev/qa team to look at it for resolution. I would suggest you wait to switch until that is fixed because the function for it is not working at all, as far as I'm aware.

As far as switching over, you'd need to buy cards with the auth code in the track data as specified in our documentation. You'd need to make sure that you don't use any already issues auth codes on the new cards you have created, of course (that will take some comparison work to your gift cert auths in NS).

Again, I typically recommend No auth code on card because it just makes things a bit more smooth, but then you'd have to email customers the auth code for them to utilize online as the card numbers aren't valid online.

The actual switch is simply a matter of changing the function on the "sell gift card" button to a different function.

Thanks,  
Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | kmessick@netsuite.com<mailto:kmessick@netsuite.com> |  
@NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Abi Somorin [mailto:Abi@orlebarbrown.com]  
Sent: Monday, October 27, 2014 3:12 AM  
To: Messick, Karen  
Cc: Giles, Nicholas  
Subject: Re: Gift cards for POS

Hi Karen

With regards to switching from our current Gift Card option (No auth. Code on card) to option 2 using Auth. Code on the card, can you please confirm the following?

- \* Pre-requisites
- \* How long would this take
- \* How easy is it to flip the switch on this?

Look forward to your response shortly.

Kind regards,

Abi  
--

ABI SOMORIN

SENIOR IT MANAGER

[cid:image001.png@01CFF1BE.74726CD0]

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Social: [facebook.com/orlebarbrown](https://www.facebook.com/orlebarbrown) | [twitter.com/orlebarbrown](https://twitter.com/orlebarbrown) | Instagram: orlebarbrown

From: <Messick>, Karen <[kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>>>  
Date: Friday, 24 October 2014 21:36  
To: abi somorin <[abi@orlebarbrown.com](mailto:abi@orlebarbrown.com)<<mailto:abi@orlebarbrown.com>>>  
Cc: "Giles, Nicholas" <[ngiles@netsuite.com](mailto:ngiles@netsuite.com)<<mailto:ngiles@netsuite.com>>>  
Subject: RE: Gift cards for POS

Abi,  
I've sent the SOW to Nic for their review before they present to you.

Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>> |  
[@NetSuite](https://twitter.com/netsuite)<<https://twitter.com/netsuite>>  
NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Abi Somorin [<mailto:Abi@orlebarbrown.com>]  
Sent: Tuesday, October 21, 2014 3:35 AM  
To: Messick, Karen  
Cc: Giles, Nicholas  
Subject: Re: Gift cards for POS

Hi Karen/Nic

Can you please provide an SoW including both cost and timeline, should we decide to implement this solution?

Also, on the web we will be providing gift cards in multiple currencies and thinking of creating a gift certificate per currency. What impact will this have on retail?

Currently Gift Cards are mapped to only one item - Web Gift Certificate in NS. Based on the above we will end up with 3 to 4 different Gift Certificate items in NS. Can you please advise if this will have any impact on NSPOS?

Look forward to your speedy response shortly.

Kind regards,

Abi

--

ABI SOMORIN

SENIOR IT MANAGER

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Social: [facebook.com/orlebarbrown](https://www.facebook.com/orlebarbrown) | [twitter.com/orlebarbrown](https://twitter.com/orlebarbrown) | Instagram: orlebarbrown

From: <Messick>, Karen <[kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>>>  
Date: Monday, 20 October 2014 17:13  
To: abi somorin <[abi@orlebarbrown.com](mailto:abi@orlebarbrown.com)<<mailto:abi@orlebarbrown.com>>>  
Cc: "Giles, Nicholas" <[ngiles@netsuite.com](mailto:ngiles@netsuite.com)<<mailto:ngiles@netsuite.com>>>  
Subject: RE: Gift cards for POS

Abi,  
I've found out that we aren't able to change anything around whether gift certificate allows a swipe. That would be an enhancement.

Karen

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>> |  
@NetSuite<<https://twitter.com/netsuite>>  
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From: Abi Somorin [<mailto:Abi@orlebarbrown.com>]  
Sent: Monday, October 20, 2014 6:11 AM  
To: Messick, Karen  
Cc: Giles, Nicholas  
Subject: Re: Gift cards for POS

Hi Karen

Thanks for your time on the phone last week and the spec for Gift Cards.

According to the document, the Authorization Code on Card option supports having both authorisation code and gift card number on the card.

I will be requesting a sample card from the manufacturer which contains both authorisation and gift card number on the card for testing shortly. Have you managed to confirm if the Gift Certificate option allows users to swipe the card rather than manually enter the authorisation code? (I'm sure the product team will be able to confirm this very quickly, if you do not have a test card).

Look forward to your response shortly.

Kind regards,

Abi  
--

ABI SOMORIN

SENIOR IT MANAGER

[cid:image001.png@01CFF1BE.74726CD0]

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Social: [facebook.com/orlebarbrown](https://www.facebook.com/orlebarbrown) | [twitter.com/orlebarbrown](https://twitter.com/orlebarbrown) | Instagram: orlebarbrown

From: <Messick>, Karen <[kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>>>  
Date: Wednesday, 15 October 2014 18:00  
To: abi somorin <[abi@orlebarbrown.com](mailto:abi@orlebarbrown.com)<<mailto:abi@orlebarbrown.com>>>  
Cc: "Giles, Nicholas" <[ngiles@netsuite.com](mailto:ngiles@netsuite.com)<<mailto:ngiles@netsuite.com>>>  
Subject: Gift cards for POS

Karen Messick | Project Manager | Retail  
O: (650) 653-5542 | [kmessick@netsuite.com](mailto:kmessick@netsuite.com)<<mailto:kmessick@netsuite.com>> |  
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Exhibit 27



**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Huffman, David <dhuffman@netsuite.com>  
**Sent:** 11/27/2014 1:59:02 AM  
**Subject:** RE: S2 - Issue 314297 : NSPOS > Cannot issue Gift Cards > SCCS.IssueGiftCard results in empty error message and no card is issued

This issue will effect every customer on 11.1 or higher. Kit and Ace & Grouse are just three immediate needs

From: Huffman, David [dhuffman@netsuite.com]  
 Sent: Tuesday, November 25, 2014 5:47 PM  
 To: Messick, Karen  
 Subject: S2 - Issue 314297 : NSPOS > Cannot issue Gift Cards > SCCS.IssueGiftCard results in empty error message and no card is issued

Issue Number 314297  
 Assigned To PSSCRUB  
 Product Retail Anywhere  
 Product Team RA - Development  
 Type Defect  
 Severity S2 - Issue  
 Status PS-Need User Action  
 Broken In NSPOS (2013.2.11.3)  
 Link <https://system.netsuite.com/app/crm/support/issuedb/issue.nl?id=23520607&c=NLCORP&e=T>  
 DRT No  
 Defect Points 45

Abstract: NSPOS > Cannot issue Gift Cards > SCCS.IssueGiftCard results in empty error message and no card is issued

Details: (In Reverse Chronological Order)

Huffman, David  
 11/25/2014 2:47 pm SO is this issue for SCCS or is it for kitandace or Grouseriver???  
 Assigned To : Changed from 'RA - OPSSCRUB' to 'PSSCRUB'  
 Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; Goodwin, Joshua S; Huffman, David; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'PSSCRUB'  
 Issue Status : Changed from 'RA - Ops Pending Release' to 'PS-Need User Action'  
 Product Team Update Date Stamp : Changed from '11/13/2014' to '11/25/2014'  
 Goodwin, Joshua S  
 11/24/2014 5:19 pm Email Me When : Changed from 'Never' to 'On Any Change'  
 Messick, Karen E  
 11/21/2014 9:11 am Ops should apply this to both customer servers:  
 kitandace.retailanywhere.com (i-7de55e96)

grouseriveroutfitters.retailanywhere.com (i-58eel575)  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Kotyzova Kubu, Veronika  
 11/21/2014 7:21 am Fix verified on qa-test-2013-2-11-1.retailanywhere.com

Please follow instructions:

- 1) Run script 314297\_RA\_GiftCard\_IssueCard.sql on AWS and Registers through RARS
- 2) Install RAService via 314297\_RAService.msi on the AWS (you can use the guide here <https://confluence.corp.netsuite.com/display/TRA/Installation+Guide%3A+RAService> )

There is no need to uninstall previous version of RAService as the installer will update it, make sure you use the same application pool information during installation as is currently used for RAService (usually it is DefaultAppPool)

Passing to OPS.

Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'RA - OPSSCRUB'

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'RA - OPSSCRUB'  
 Issue Status : Changed from 'QA-Assert fixed' to 'RA - Ops Pending Release'  
 Otocka, David  
 11/21/2014 7:06 am Installation instructions:  
 1) Run script 314297\_RA\_GiftCard\_IssueCard.sql on AWS and Registers through RARS  
 2) Install RAService via 314297\_RAService.msi on the AWS (you can use the guide here <https://confluence.corp.netsuite.com/display/TRA/Installation+Guide%3A+RAService> )

There is no need to uninstall previous version of RAService as the installer will update it, make sure you use the same application pool information during installation as is currently used for RAService (usually it is DefaultAppPool)

Passing to QA.

Assigned To : Changed from 'Otocka, David' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'Dev-Work in progress' to 'QA-Assert fixed'  
 Kotyzova Kubu, Veronika  
 11/20/2014 8:34 am Fix verified, working ok. Also tested old function (to be sure nothing was changed there) and it works as well.

David,  
 please list us instructions for this fix.

Thanks

Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'Otocka, David'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Otocka, David'  
 Issue Status : Changed from 'QA-Assert fixed' to 'Dev-Work in progress'  
 Otocka, David  
 11/20/2014 8:16 am This issue should now be resolved. It did not require any additional changes, just and IIS setup was wrong after RAService reinstallation. Please verify the gift cards are now working.

I will write the instructions down when it is verified. Passing to QA.  
 Assigned To : Changed from 'Otocka, David' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'Dev-Work in progress' to 'QA-Assert fixed'  
 Somerville, Bryan C  
 11/20/2014 6:43 am I only see Check Balance requests from the last day, no activation/issue requests. Nothing should have changed in the client, the only change I made was to a procedure that runs after the web request has been received.

Something else must have changed, I will update the issue if I find anything else to mention.  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Kotyzova Kubu, Veronika  
 11/20/2014 5:14 am I have run the script on AWS, repeat the steps and I have different error now after I click NO for linking to email address.

"An error occurred while contacting the Gift Card service. Unexpected DTD declaration. Line 4, position 307. Error Code : Gift Card 50"

Passing back to DEV, Thanks

Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'Otocka, David'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M;

O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C  
 Email Assignee : Set to 'Otocka, David'  
 Issue Status : Changed from 'QA-Assert fixed' to 'Dev-Work in progress'  
 Otocka, David  
 11/20/2014 2:19 am Checked out the procedure changes and looks OK. I updated the script name + encoding as SQL management studio through it is binary file.

#### Instructions:

Run the 314297\_RA\_GiftCard\_IssueCard.sql on both AWS and workstation.  
 RAService was already reinstalled on the QA server so nothing needs to be done about it.

We will provide further instructions about attached RAService installation once the fix is valid and verified.

#### Passing to QA.

Assigned To : Changed from 'Otocka, David' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Komissarenko, Nikolay; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'Dev-Work in progress' to 'QA-Assert fixed'  
 Somerville, Bryan C  
 11/19/2014 2:07 pm Based on the data in RA\_WebRequestLog, RA\_WebRequests and RA\_GiftCard\_ErrorLog, I believe the error is in the procedure [RA\_GiftCard\_IssueCard].

The procedure attempts to update the value on the card before it strips the NetSuiteID off of the gift card number. When no rows are updated, it strips the NetSuiteID and then attempts to insert, violating the PK.

Attached is an updated version of the procedure, which may or may not help. This is combined with David's change to make it call Issue instead of Activate.

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Kotyzova Kubu, Veronika  
 11/18/2014 11:42 pm I have tested selling/activating gift card and it still ends up with error.

After asked if Gift card should be linked to email address (click for NO) it gives me error: "A general error occurred while issuing the gift card". And than one more error: "Online code was not processed"

#### Passing back to DEV.

Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'Otocka, David'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Otocka, David'  
 Issue Status : Changed from 'QA-Assert fixed' to 'Dev-Work in progress'  
 Otocka, David  
 11/18/2014 7:08 am I talked with Bryan and I updated the RAService code to use IssueGiftCard functionality even when Activate is called. Based on the code I am not sure if it ever worked.

New installer has been created for RAService from e-fix branch and is attached to this issue. I already reinstalled RAService on the qa-test-2013-2-11-1.retailanywhere.com.

#### Passing to QA to verify!

Assigned To : Changed from 'Otocka, David' to 'Kotyzova Kubu, Veronika'  
 Code Review Details : Set to 'https://www.openairl.com/codestriker?action=view&topic=5349945'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Komissarenko, Nikolay; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'Dev-Work in progress' to 'QA-Assert fixed'  
 Reviewer : Set to 'Somerville, Bryan C'  
 Otocka, David  
 11/18/2014 1:21 am I got access taking it on me.



This is internal server. 02954-B Document 120-1 Filed 09/21/18 Page 178 of 201  
 So asking for access should not go to OPS for this kind of servers but to QA.  
 Assigned To : Changed from 'RA - OPSSCRUB' to 'Otocka, David'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Otocka, David; Somerville, Bryan C'  
 Email Assignee : Set to 'Otocka, David'  
 Email Me When : Changed from 'Never' to 'On Any Change'  
 I Own This Issue : Changed from 'F' to 'T'  
 Issue Status : Changed from 'OPS-Assigned' to 'Dev-Work in progress'  
 Somerville, Bryan C  
 11/17/2014 2:03 pm Cannot proceed without access to qa-test-2013-2-11-1.retailanywhere.com.  
 Passing to ops for immediate action. This is an internal server and should be accessible by all QA and Dev members.  
 Assigned To : Changed from 'RA - TEAMSCRUB' to 'RA - OPSSCRUB'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A; Somerville, Bryan C'  
 Email Assignee : Set to 'RA - OPSSCRUB'  
 Email Me When : Changed from 'Never' to 'On Any Change'  
 Issue Status : Changed from 'Dev-Unassigned' to 'OPS-Assigned'  
 Kotyzova Kubu, Veronika  
 11/13/2014 8:34 am Issue reproduced on November e-fix AMI (qa-test-2013-2-11-1.retailanywhere.com).  
 Following steps described by Graham.

Passing to DEV.

Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'RA - TEAMSCRUB'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
 Email Assignee : Set to 'RA - TEAMSCRUB'  
 Issue Status : Changed from 'QA-Unscrubbed' to 'Dev-Unassigned'  
 Konecny, Antonin  
 11/13/2014 8:32 am Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
 Issue Status : Changed from 'QA-Investigate' to 'QA-Unscrubbed'  
 Issue Type : Changed from 'Task' to 'Defect'  
 Konecny, Antonin  
 11/13/2014 6:26 am Assigning to Veronika  
 Assigned To : Changed from 'RA - QASCRUB' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'QA-Unscrubbed' to 'QA-Investigate'  
 Locsin, Andre Serafin Rene E  
 11/12/2014 10:44 am Assigned To : Changed from 'RA - OPSSCRUB' to 'RA - QASCRUB'  
 Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
 Email Assignee : Set to 'RA - QASCRUB'  
 Issue Status : Changed from 'OPS-Assigned' to 'QA-Unscrubbed'  
 Product Team Update Date Stamp : Changed from '11/10/2014' to '11/13/2014'  
 Konecny, Antonin  
 11/12/2014 10:11 am Certificate has been installed and it works fine.

Please can you move this issue back to QA?

Thank you

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
 Konecny, Antonin  
 11/11/2014 12:42 am Server qa-test-2013-2-11-1.retailanywhere.com doesn't have new certificate due to expired password of OPS user account.

Thank you

Assigned To : Changed from 'Konecny, Antonin' to 'RA - OPSSCRUB'

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Email Assignee : Set to 'RA - OPSSCRUB'

Issue Status : Changed from 'QA-Unscrubbed' to 'OPS-Assigned'

Huffman, David

11/10/2014 1:25 pm certificates are being installed now....

Assigned To : Changed from 'RA - OPSSCRUB' to 'Konecny, Antonin'

Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; Huffman, David; ILYAS, ADNAN; Iyer, Satish; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Email Assignee : Set to 'Konecny, Antonin'

Issue Status : Changed from 'OPS-Assigned' to 'QA-Unscrubbed'

Product Team Update Date Stamp : Changed from '11/3/2014' to '11/10/2014'

Messick, Karen E

11/10/2014 9:13 am Certificates need to get updated on the QA/dev environments ASAP so this can be tested and resolved.

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Iyer, Satish; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Skipping pre-Commit Certify : Set to 'F'

Konecny, Antonin

11/4/2014 2:47 am I checked our test environments, but certificates haven't been replaced yet, so we are unable to proceed.

server:

---> qa-test-2013-2-11-1.retailanywhere.com

Thank you

Assigned To : Changed from 'Konecny, Antonin' to 'RA - OPSSCRUB'

Broken In Build : Changed from '2013.2.11.0' to '2013.2.11.3'

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Email Assignee : Set to 'RA - OPSSCRUB'

Issue Status : Changed from 'QA-Unscrubbed' to 'OPS-Assigned'

O'Neill, Jeffrey A

11/3/2014 6:35 pm David: In other words, we still have not added the certificates to the test server which we need for QA to test the issue with the customer. Correct?

Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

O'Neill, Jeffrey A

11/3/2014 6:25 pm David:

I just want to be clear. The certificates were installed on this specific server?

Copy Employees : Set to 'FURMAN, EFIM; Huffman, David; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

O'Daniel, Graham M

11/3/2014 5:39 pm This issue should not be closed. QA will now need to proceed in testing.

Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; Huffman, David; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Huffman, David

11/3/2014 5:22 pm Certificates have been installed, can this be closed?

Assigned To : Changed from 'RA - OPSSCRUB' to 'Konecny, Antonin'

Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'

Email Assignee : Set to 'Konecny, Antonin'

Issue Status : Changed from 'OPS-Assigned' to 'QA-Unscrubbed'

Product Team Update Date Stamp : Changed from '10/29/2014' to '11/3/2014'

Konecny, Antonin

10/29/2014 8:40 am This CV 02954-LB Document 120-1 and we are once more trying to reproduce it on our test environment

Passing to OPS to get resolution so we verify issues following provided steps.  
Assigned To : Changed from 'Konecny, Antonin' to 'RA - OPSSCRUB'  
CM Escalation: Issue : Set to 'ER5295'  
Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
Email Assignee : Set to 'RA - OPSSCRUB'  
Issue Status : Changed from 'QA-Investigate' to 'OPS-Assigned'  
Product Team Update Date Stamp : Changed from '27.10.2014' to '29.10.2014'  
O'Neill, Jeffrey A  
10/28/2014 6:26 am QA: Can you provide a status update?  
Copy Employees : Set to 'FURMAN, EFIM; ILYAS, ADNAN; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M; O'Neill, Jeffrey A'  
Email Me When : Changed from 'Never' to 'On Any Change'  
OpenAir Final Architecture Reviewed : Set to 'F'  
OpenAir Initial Architecture Reviewed : Set to 'F'  
ILYAS, ADNAN  
10/27/2014 12:53 pm Email Me When : Changed from 'Never' to 'On Any Change'  
Konecny, Antonin  
10/27/2014 12:17 pm Moving back to QA

We will do adjustment of test environment and we will try reproduce it again.

#### Note:

Our test environments are affected by expired certificates which are important for gift certificate testing. I'm working with OPS on resolution.

Thank you

Assigned To : Changed from 'Locsin, Andre Serafin Rene E' to 'Konecny, Antonin'  
Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M'  
Email Assignee : Set to 'Konecny, Antonin'  
I Own This Issue : Changed from 'F' to 'T'  
Issue Status : Changed from 'TS-Investigate' to 'QA-Investigate'  
Product Team Update Date Stamp : Changed from '24.10.2014' to '27.10.2014'  
O'Daniel, Graham M  
10/27/2014 9:10 am Antonin allowed me access to their test server and I see step 3 was missed in the steps I provided to reproduce. This step is vital to reproducing the issue. As such, please pass this back to QA to perform the steps completely.

Sincerely,

Graham

Copy Employees : Set to 'AGULO, AMV AMIEL A; FURMAN, EFIM; Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E; O'Daniel, Graham M'  
Email Me When : Changed from 'Never' to 'On Any Change'  
FURMAN, EFIM  
10/25/2014 2:04 am Email Me When : Changed from 'Never' to 'On Any Change'  
Locsin, Andre Serafin Rene E  
10/24/2014 4:43 pm clones requested with the following tasks:  
314492  
314493

PS Sandboxes are yet to be requested for provisioning

Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E'  
AGULO, AMV AMIEL A  
10/24/2014 4:14 pm Assigned To : Changed from 'RA - TSSCRUB' to 'Locsin, Andre Serafin Rene E'  
Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E'  
Email Assignee : Set to 'Locsin, Andre Serafin Rene E'  
Messick, Karen E  
10/24/2014 3:15 pm This is affecting 2 customers who cannot utilize their gift cards.  
Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter; Messick, Karen E'



Email Me When : Changed from 'Never' to 'On Any Change'  
 Priority : Changed from '5' to '1'  
 Lukac, Peter  
 10/24/2014 6:21 am Passing to TS.  
 Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'RA - TSSCRUB'  
 Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E; Lukac, Peter'  
 Email Assignee : Set to 'RA - TSSCRUB'  
 Email Me When : Changed from 'Never' to 'On Any Change'  
 Issue Status : Changed from 'QA-Investigate' to 'TS-Investigate'  
 Kotyzova Kubu, Veronika  
 10/24/2014 6:18 am Tested on internal environment, everything works as it should. It seems the problem is really only settinh of POS method used to issue the gift card.

So I would like to ask again for clone and sandbox.

Thank you  
 Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Konecny, Antonin  
 10/24/2014 3:27 am Passing back to QA.

We will check it on our internal environment first

Thank you  
 Assigned To : Changed from 'RA - TSSCRUB' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'Konecny, Antonin; Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Email Me When : Changed from 'Never' to 'On Any Change'  
 Issue Status : Changed from 'TS-Investigate' to 'QA-Investigate'  
 Kotyzova Kubu, Veronika  
 10/24/2014 12:31 am Hi TS,

for solving this issue we need clone and sandbox, can you please arrange this?

Thank you.  
 Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'RA - TSSCRUB'  
 Copy Employees : Set to 'Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Email Assignee : Set to 'RA - TSSCRUB'  
 Issue Status : Changed from 'QA-Unscrubbed' to 'TS-Investigate'  
 Issue Type : Changed from 'Defect' to 'Task'  
 Kotyzova Kubu, Veronika  
 10/24/2014 12:25 am Sorry for mistake ... taking for scrubbing.  
 Assigned To : Changed from 'RA - TEAMSCRUB' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Issue Status : Changed from 'Dev-Unassigned' to 'QA-Unscrubbed'  
 Kotyzova Kubu, Veronika  
 10/24/2014 12:23 am Hi DEV,

attached script works ok, can you please confirm as well?

Thank you  
 Assigned To : Changed from 'Kotyzova Kubu, Veronika' to 'RA - TEAMSCRUB'  
 Copy Employees : Set to 'Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Email Assignee : Set to 'RA - TEAMSCRUB'  
 Issue Status : Changed from 'QA-Unscrubbed' to 'Dev-Unassigned'  
 Kotyzova Kubu, Veronika  
 10/24/2014 12:20 am Assigned To : Changed from 'RA - QASCRUB' to 'Kotyzova Kubu, Veronika'  
 Copy Employees : Set to 'Kotyzova Kubu, Veronika; Locsin, Andre Serafin Rene E'  
 Email Assignee : Set to 'Kotyzova Kubu, Veronika'  
 Email Me When : Changed from 'Never' to 'On Any Change'  
 AGULO, AMV AMIEL A  
 10/23/2014 12:58 pm set to s2 as no alternation solution  
 Copy Employees : Set to 'Locsin, Andre Serafin Rene E'  
 Severity : Changed from 'S3 - Issue' to 'S2 - Issue'  
 Locsin, Andre Serafin Rene E

3883338 Kit & Ace  
Graham O' Daniel  
godaniel@netsuite.com  
PS

Business Impact: Customer has ordered cards with online auth codes in the track data. They cannot issue these cards until the defect is resolved. Feature sold to the customer is not working.

Steps to reproduce:

- 1) Configure gift card integration as documented
- 2) Sign into POS
- 3) Confirm Sell Gift Card button is linked to SCCS.IssueGiftCard message/function
- 4) Click Sell Gift Card button
- 5) Enter the amount to issue
- 6) Choose "NO" when prompted to link to an email address
- 7) Slide the card or paste in the track data when prompted, example: %B0101025014870047^  
^9912I5FNHZ2K3B?|;0101025014870047=9912?

a. 0101025014870047 - gift card number

b. 5FNHZ2K3B - auth code

Actual result:

A blank error message is displayed with the title Tender Not Accepted.

Expected result:

gift card is issued.

Additional notes from PS:

Graham investigated this before filing this defect and found the POS is submitting the method "Activate Gift Card" instead of "Issue Gift Card." Looking at the gift card stored procedure the "Activate Gift Card" method returns without doing anything. PS recommends that the Activate Gift Card should just call Issue Gift Card. This solution involves an update to the web services on AWS.

Alternative solution would be to no longer send the Active Gift Card method, but this will require POS update.

Copy Employees : Set to 'O'Daniel, Graham M; RA - Development; RA - QASCRUB; Support, Support - POS'

Email Assignee : Set to 'RA - QASCRUB'

Email Me When : Changed from 'Never' to 'On Any Change'

I Own This Issue : Changed from 'F' to 'T'

Exhibit 28

**From:** Messick, Karen <kmessick@netsuite.com>  
**To:** Bergquist, Joseph <jbergquist@netsuite.com>  
**Sent:** 8/4/2014 2:01:01 AM  
**Subject:** RE: GRO - Omni-channel loyalty for testing  
**Attachments:** image001.jpg; image002.png; image003.png

Will any of this work for GRO for loyalty based on their needs?

I will be working in our Sydney, AU office thru August 4th and will have limited availability for US based projects.

Karen Messick | Project Manager | Retail

kmessick@netsuite.com<mailto:kmessick@netsuite.com> | @NetSuite<https://twitter.com/netsuite>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Roecker, Nancy  
Sent: Saturday, August 02, 2014 5:36 AM  
To: Azam, Adnan; Bergquist, Joseph; Babeon, Jordan; Guha, Anisha  
Cc: Barr, Jodie; Bazzurro, Santiago; Chavez, Heather; Messick, Karen; Brugnini, Sofia; Burnett, Mathew  
Subject: FW: GRO - Omni-channel loyalty for testing  
Importance: High

Rally House Project Leads,

Since you are ahead of the Grouse River team, I'm sharing this information to assist with the gap you identified regarding Loyalty programs for Rally House/Sampler stores. If you have any questions, please reach out to Jodie, Matt and/or Santiago - who authored the best practice - as appropriate. Heather is going to need an estimate of hours to implement so may be reaching out to you.

Thanks,  
Nan

From: Barr, Jodie  
Sent: Thursday, July 24, 2014 11:13 AM  
To: Clark, Paul; Mason-Jocksch, David; Abid, Amed  
Cc: Chintam, Kalyan; Bailey, Melissa; Roecker, Nancy; Murphy, Ryan  
Subject: RE: GRO - Omni-channel loyalty for testing

Hello Grouse River Team,

Please find the attached document on the omni-channel loyalty/rewards program. Grouse River will be the first customer to use this omni-channel program and it will be important to test it thoroughly prior to go-live. As this is the first version of this document, any feedback you have either now or after implementation and testing will be greatly appreciated. Following the successful test and implementation, I will release the document to the rest of the company. Note that this is an internal document only.

Please let me know if you have questions or need additional information.

Thanks,  
Jodie

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>

[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>]<http://www.netsuite.com/>  
NetSuite<http://www.netsuite.com/>: Where Business is Going

From: Clark, Paul  
Sent: Wednesday, July 23, 2014 3:05 PM  
To: Mason-Jocksch, David; Abid, Amed  
Cc: Chintam, Kalyan; Bailey, Melissa; Roecker, Nancy; Barr, Jodie  
Subject: RE: GRO - Omni-channel loyalty for testing

I'm not familiar with the bundle beyond your basic description. I'd encourage a lot of documentation that will assist us understand how it works and to what end we should be testing? And, regarding 'ownership', is it primarily eCom or ERP that will be affected by the bundle? That should determine your candidate.

Thanks,  
Paul

From: Mason-Jocksch, David  
Sent: Wednesday, July 23, 2014 2:40 PM  
To: Clark, Paul; Abid, Amed  
Cc: Chintam, Kalyan; Bailey, Melissa; Roecker, Nancy; Barr, Jodie  
Subject: GRO - Omni-channel loyalty for testing  
Importance: High

Paul / Amed,  
I know we're a few weeks out from configuring this area, but keep this in mind, that functionality is available within the SuiteLoyalty 2.0 - bundle id 13982 to accommodate loyalty points direct from the invoice, rather than just from the Sales Order. Can one of you take 'ownership' of this point, and confirm back to Nan/Jodie when you've tested this out please?  
Many thanks.

Dave

David Mason-Jocksch | Project Manager, Professional Services  
Phone: +1 (423) 268-1936  
dmasonjocksch@netsuite.com<mailto:dmasonjocksch@netsuite.com>  
[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>]<<http://www.netsuite.com/>>

From: Roecker, Nancy  
Sent: Wednesday, July 23, 2014 4:33 PM  
To: Barr, Jodie  
Cc: Mason-Jocksch, David  
Subject: RE: Omni-channel loyalty for Serena Fashions  
Importance: High

I believe we're a few months out and thus may want to look for an earlier opportunity to test it. Have copied Dave to get timing for GRO.

From: Barr, Jodie  
Sent: Wednesday, July 23, 2014 2:26 PM  
To: Roecker, Nancy  
Cc: Rhodus, Matthew  
Subject: FW: Omni-channel loyalty for Serena Fashions

You're not going to believe this - I got Eduardo Souto to test the SuiteLoyalty 2.0 bundle since Santiago never did it. The script was already deployed to create points from the Invoice last November. See screen shots below. We have an omni-channel loyalty offering! I will update the Best Practice document.

I do think we should still test it in Grouse River before go-live.

Jodie

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>

[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>]<<http://www.netsuite.com/>>  
NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Souto, Eduardo  
Sent: Wednesday, July 23, 2014 2:20 PM  
To: Barr, Jodie  
Cc: Bazzurro, Santiago  
Subject: Re: Omni-channel loyalty for Serena Fashions



Right.

Note: I test this over SuiteLoyalty 2.0 - bundle id 13982

Thank you

Eduardo Souto  
305 396 8821  
SDG Uruguay | Principal Pre-Sales Solution Consultant

From: <Barr>, Jodie <jbarr@netsuite.com<mailto:jbarr@netsuite.com>>  
Date: miércoles, 23 de julio de 2014 17:13  
To: Eduardo Souto <esouto@netsuite.com<mailto:esouto@netsuite.com>>  
Cc: Santiago Bazzurro <sbazzurro@netsuite.com<mailto:sbazzurro@netsuite.com>>  
Subject: RE: Omni-channel loyalty for Serena Fashions

Hi Eduardo,

Thanks for testing this. So do I understand this correctly that the SuiteLoyalty 2.0 bundle already creates points from the Invoice and no update to the bundle is necessary?

Regards,  
Jodie

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>

[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>] <<http://www.netsuite.com/>>  
NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Souto, Eduardo  
Sent: Wednesday, July 23, 2014 2:10 PM  
To: Barr, Jodie  
Cc: Bazzurro, Santiago  
Subject: Re: Omni-channel loyalty for Serena Fashions

Hi Jodie, so "we can generate loyalty points from the Invoice instead of the incoming Sales Order", the answer is yes.

As you can see in the first screen the script is deployed to both record types.  
So to be 100% sure I test that creating an invoice for a customer and check if that create loyalty points.

1)

[cid:image002.png@01CFAFDB.C57743A0]

2)

[cid:image003.png@01CFAFDB.C57743A0]

Thank you

Eduardo Souto  
305 396 8821  
SDG Uruguay | Principal Pre-Sales Solution Consultant

From: <Barr>, Jodie <jbarr@netsuite.com<mailto:jbarr@netsuite.com>>  
Date: miércoles, 23 de julio de 2014 14:37  
To: Eduardo Souto <esouto@netsuite.com<mailto:esouto@netsuite.com>>  
Subject: RE: Omni-channel loyalty for Serena Fashions

Thank you!

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>



[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>] <<http://www.netsuite.com/>>  
 NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Souto, Eduardo  
 Sent: Wednesday, July 23, 2014 11:12 AM  
 To: Barr, Jodie  
 Subject: Re: Omni-channel loyalty for Serena Fashions

Hi Jodie, let me test that and I will reply to you.

Thank you

Eduardo Souto  
 305 396 8821  
 SDG Uruguay | Principal Pre-Sales Solution Consultant

From: <Barr>, Jodie <jbarr@netsuite.com<mailto:jbarr@netsuite.com>>  
 Date: miércoles, 23 de julio de 2014 13:27  
 To: Eduardo Souto <esouto@netsuite.com<mailto:esouto@netsuite.com>>  
 Subject: FW: Omni-channel loyalty for Serena Fashions

Hi Eduardo,

I am forwarding this message to you since Santiago is out of the office. See below.

For background, we have been working on an omni-channel customer loyalty program offering. The POS sends in orders to NetSuite in the form of Invoices, not Sales Orders like a website. We need to test the SuiteLoyalty bundle to see if we can generate loyalty points from the Invoice instead of the incoming Sales Order. If that works, Santiago was going to update the bundle so we have a true omni-channel loyalty program. We sold this as though it already works to Grouse River and were going to use Grouse River to test.

Thanks for your help,

Jodie

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
 303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>

[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>] <<http://www.netsuite.com/>>  
 NetSuite<<http://www.netsuite.com/>>: Where Business is Going

From: Barr, Jodie  
 Sent: Wednesday, July 23, 2014 10:22 AM  
 To: Bazzurro, Santiago  
 Subject: Omni-channel loyalty for Serena Fashions

Hi Santiago,

We have an opportunity with Serena Fashions - 25 stores in Canada plus a website. The SOW is due to the customer on Friday and Leo is working on the SCA portion today. This customer wants our basic loyalty program - same as Grouse River.

Have you tested the bundle using the Invoice instead of the Sales Order to generate points yet? This is coming up on every omni-channel deal. Please send me an update. If you have not tested this yet, I'll put some extra assumptions into the SOW so the customer is not misled.

Thanks again!

Jodie

Jodie Barr | Professional Services Solution Consultant - Etail/Retail  
 303-600-2632 (W) | 720-280-3149 (M) | jbarr@netsuite.com<mailto:jbarr@netsuite.com>

[Description: <https://system.netsuite.com/core/media/media.nl?id=4306443&c=NLCORP&h=2c8408857915fe23ala6>] <<http://www.netsuite.com/>>



Exhibit 44

**From:** Ganesan, Subu <sganesan@netsuite.com>  
**Sent:** Thursday, July 09, 2015 9:18 PM  
**To:** Mason-Jocksch, David  
**Subject:** RE: Grouse River - Script #2 - Purchase Orders "Open to Buy"



Exhibit: 44  
 Witness: Chavasia  
 Date: 9/6/18

EXHIBIT 44

Regarding Script #2: I came to know today that Script will work only for 1% of the use cases (creating PO from the UI). 99% of the time, they need to import POs. The script was not designed to work for PO imports. Was this ever brought up to you?

**From:** Mason-Jocksch, David  
**Sent:** Wednesday, July 08, 2015 9:46 AM  
**To:** Ganesan, Subu  
**Subject:** Grouse River - Script #2 - Purchase Orders "Open to Buy"

Agreed on both counts.

That's a reflection on the hap-hazard way of Mr Rost. There was always something else to give him a priority. Paul was a white label contractor, and his contract was not renewed 1/31/2015.

That further complicated the project as Melissa was the ONLY person connected to the original project team.

However, as I've already said (and documented within her project peer-to-peer review, and with her manager at the time Scott) she was AWOL for long periods of time, and frustrated both me and the customer with very late/delayed replies, but very often no reply at all.

Dave

David Mason-Jocksch | Retail Team Project Manager, Professional Services  
 Phone: +1 (423) 288-1936  
[dmasonjocksch@netsuite.com](mailto:dmasonjocksch@netsuite.com)



**From:** Ganesan, Subu  
**Sent:** Wednesday, July 08, 2015 9:38 AM  
**To:** Mason-Jocksch, David  
**Subject:** Grouse River - Script #2 - Purchase Orders "Open to Buy"

Thanks. So if it was delivered 10/23, looks like Grouse River had enough time till March go-live to test the script out. Looks like Melissa did not test script 2, it was another func consultant who quit NS.

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ORCLGRO00038556

I needed a PM to continue to work with the NS teams to close out the post go live issues, and I wanted to oversee, but sensing your frustration by-and-large kept you out. I am first hand seeing several challenges you have mentioned below – internally as well as with GRO. We are trying to close out the current list, and unfortunately NS is now being asked to evaluate a second list.

I will cancel tomorrow's meeting, this gives me most of the info I needed for now. I just need to understand if we delayed script #2 delivery (basically when did we deliver)- I will check your meeting notes and see if I can find out.

If there is a meeting between GRO & NS (including AMO, Sales), you may still need to attend as you have been the closest - I will see how that plays out.

Omni channel and some other new functionalities are unchartered territories for many companies including NS. So there are bound to be challenges and it is going to require quite a bit of experienced resources to coordinate and execute (assuming we have a reasonably stable product)

-Subu

**From:** Mason-Jocksch, David  
**Sent:** Tuesday, July 07, 2015 1:43 PM  
**To:** Ganesan, Subu  
**Subject:** Grouse River - summary points without prejudice (updated)

**From:** Mason-Jocksch, David  
**Sent:** Tuesday, July 07, 2015 1:24 PM  
**To:** Ganesan, Subu  
**Subject:** Grouse River - summary points without prejudice

As below in RED.

Dave

David Mason-Jocksch | Retail Team Project Manager. Professional Services  
 Phone: +1 (423) 268-1936  
[dmasonjocksch@netsuite.com](mailto:dmasonjocksch@netsuite.com)



**From:** Ganesan, Subu  
**Sent:** Tuesday, July 07, 2015 11:50 AM  
**To:** Mason-Jocksch, David  
**Subject:** Grouse River

David,

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ORCLGRO00038566

Dinesh and I had a meeting with Glenn and he mentioned a few points that I wanted your take on. There may be another meeting set up that will include Sales, AMO and you may be invited for this. I will set up a call with you to discuss the following: pls review the points below and summarize for me on the call that I will set up between the two of us. I have tried to push back on some of the items and seeing real time how much responsibility (or lack of), that Grouse River is taking. But there are challenges at our end too.

- How much testing did Grouse River do?
  - Who can really say? I say at best minutes, as they were 'always hampered' by something else 'more important' or something stopping them. The "Weekly Status Report" refers to repeated requests to get someone involved, and the answer was always something like "I'm going to find some time later on this week, or over the weekend, or....or..."
- Did they have test scripts
  - Other than the TRD's I never saw any documentation and certainly no test plans from them, and I believe the issues that we're having now is because they did little to no testing prior to go-live.
- and prior to going live was there go/no-go meeting?
  - There was never a "Go / No-Go" meeting, in the same way as there was never a full / proper / documented UAT. GRO made the decision to go-live with Satish (and I was informed a few days later during a meeting) and they stuck with it.
  - UAT 'started' sometime in October, and never really got only or even finished...
  - I suspect the area that got the MOST testing was SCA. They had a couple of internal guys who were constantly coming back for more, and more tweaks to the system
- For the go/no-go were the following considered
  - Number of test cases executed, No
  - number of test cases passed/failed, No
  - number of open issues etc. No
  - What you shouldn't lose sight of that during that last 2+ months prior to go live they couldn't do ANY testing on POS, as that was still being worked on by Dev, QA, and eventually NS Security stopped us. Joe (and team) had only a few (4-5 at most) days to install, configure & test their hardware, processes, etc. In fact if I remember correctly, they were STILL working on many of the issues etc for days after the go-live of 3/23.
- Glenn mentioned that NS overpromised and there was no coordination between NS teams.
  - A point mentioned many times by Glenn, and in fairness other than me as PM, no-one in the other 3 teams (ERP, SCA or POS) really considered anything outside their silos. A complaint I made MANY times to Nan and Satish.
  - Sometimes problems in non-communication/mis-communication came out 'by accident' or by Kevin trying to do something in POS that was prevented by a setting say in ERP.
  - In our joint ERP/POS/SCA meetings any issues weren't brought up for open discussion, because no-one in their Silo knew (or even thought) that what they'd discussed and agreed within their own area had any impact of other applications.
  - We also had Pacejet and Oz Development, who were either slow in their responses, and again may have made suggestions on configuration without any knowledge / consideration for the other applications. We escalated their tardiness MANY times from Account management to get the partner back involved. GRO went live with some major problems on freight charges / handling still an issue between SCA and Pacejet. Each side (GRO, NS SCA & PJ) all claiming that the problem lay elsewhere.

What's your take on this and what were the potential go-live dates discussed and why were they pushed?

- Project was a nightmare from start to finish.



- o We lost WEEKS at the outset because GRO didn't have a PM, (I've just checked the SOW was signed 4/1 and Kevin Rost didn't start until 4/29) and then when he arrived he had to be trained and get his feet under the table. (...that meant the onsite BPM couldn't occur until 5/22. First draft BRD was mid-June and then that's when all the Sales vs Glenn agro started. In this time they STILL wanted to go-live end-August/early September.)
- o Sales really screwed us all, when they sold POS for firearms to have serial # controls when POS does NOT have that capability. We should have all walked away at that point. Ryan said so at the time. The whole debacle between Sales, PS, TS again took week, if not a couple of months to resolve. The plan was that the Change Order would be signed off as a CAR, which after 3 weeks going around senior NS Management for signature (from memory it needed 11 signatures) it was stopped by 1 or 2 folks refusing to sign, It then came back to PS to do it all as a project overage. That must have cost us a couple of months.
  - o The very fact that we couldn't deliver on:
    - POS due to installation problems
    - POS / ERP Serial # functionality (this was only finally tested a couple of days prior to go-live)
    - POS Hardware couldn't be configured / tested due to the NS Security lockdown from November through to early March.
- What were the challenges from a NS delivery standpoint for all products ERP, POS and SCA?
  - o The product was perceived by the Customer as 'best in class' omni-channel product, and it was FAR from it.
  - o They found MANY areas of incompatibility between 2 or more of the products, such as Gift Certs/cards, Serial # functionality
  - o At one time Glenn even said that the product that they were replacing was better in MANY ways that NSPOS or SCA that they were installing. (Didn't have the same complaint (I believe) for ERP.)
  - o The fact that POS had not been installed within Canada also posed many issues surrounding Credit Cards, Legislation, Taxation etc.
  - o Our biggest problem, was a grade of consultants (Diane who left immediately after BPM, Melissa who in my opinion is the worst NS Retail consultant that we have, Paul who was a contractor, who Ryan later admitted had caused similar problems on other projects) who were NOT up to the task of implementing the product. Couple that with Joe's laid back attitude, and the SCA team changing personnel a number of times during the project. We didn't do ourselves any favors.
  - o Sales sold a 3 month license to a NS ERP Sandbox. This expired before we could even start it. Also, it excluded POS and SCA so in reality it was useless to us anyway.
  - o Configuration was started 7/9 where only the first draft (of eventually 4) BRD's were submitted.
- Were there the challenges from a TS delivery standpoint. Specifically were there delays in delivery of in Script #2 (PO Order qty validation) and Script #3 (Special Pricing).
  - o I really don't know where I start with these folks.
  - o They had initially 3 scripts identified within the SOW.
  - o There were a number of additional items that came out the BRD Gap analysis.
    - For some reason GRO didn't understand, and still don't to this day, that if something is called out as a Gap then it is subject to a Billable Change Order. They kept saying "we asked for this and it's in the BRD". Correct, the Customer Requirements ARE in the BRD, but then called out as a gap. They never wanted to pay for ANY gap, and this became a contentious issue. It didn't help when Satish gave away a couple as 'freebies' and then GRO then saw this as the 'norm'.
- What were the Grouse River challenges? I know you mentioned they keep asking for additional items without paying for it. I would like to know others – how much of their responsibilities did Grouse River take, etc.
  - o They were always looking for issues to throw back to NS PS. Unfortunately, with our B grade (or is it C grade) consultants we kept giving them these chances all the time.

- o They were constantly changing their minds, as evidence to the changes made to the TRD's during the months prior to go-live. It was always " ....well I told you so..." but no evidence to back it up.

I would like to review the communication between NS and Grouse River regarding the challenges faced on the project. I expect the risks and issues to be in the status report. &nbsp; Emails are fine too. Please have whatever you have for the call. I am setting up the call for tomorrow. If you need more time, pls let me know.

- In reality, every document & email (1269 emails) that I've had / sent is on the Job Record.
- I store nothing on my laptop. All the status review notes etc
- The attached document "GRO – Status Report 2015-03-25.docx" contains all the minutes of every meeting I had with them.
- The BRD was issued to them 6/15/2014 and it took until 9/12/2014 to get it signed off. Their initial go-live date discussed was circa September 2014 prior to Q4, their important run-up to the Thanksgiving season.
- We should NEVER have started configuration, but because of the Sales Serial # "contractual issue", I was given NO choice but to go ahead.
- Quite frankly I intend to waste no more of my time on this dead end project.
- I was given the poison chalice of GRO with its first Canadian Omni-Channel deal, with a third rate ERP consultancy team, with a customer that was 'promised' so much, and then left to fight my own battles.
- I have a lot to say about the support (or should I say lack of it) that I received as I was passed from one NS PS Manager to another, but I'm not putting that into writing...!

When you took this Customer on a couple of months ago, I took a deliberate 2 paces backwards, as I'm sick to the death of it all. The politics stink. I've spent 90 minutes on this, and that's 90 minutes that I'll never get back. I hope you don't need me any further, but understand if you do.

Thanks,

**Subu Ganesan** | Practice Manager  
678-462-1691 | [sganesan@netsuite.com](mailto:sganesan@netsuite.com)  
NetSuite: Where Business is Going

Exhibit 45

**From:** Fernandez, Daniel <dfernandez@netsuite.com>  
**To:** Matthew W. DeLauro <mwdelauro@netsuite.com>; Ganesan, Subu" <sganesan@netsuite.com>; Murphy, Ryan <rmurphy@netsuite.com>; Schiller, Lawrence <lschiller@netsuite.com>  
**Sent:** 12/4/2015 7:18:00 PM  
**Subject:** Re: Grouse River time entry

The work for the 177 hours from e-comm has already been completed on previous Qs.

Daniel Fernandez | Delivery Manager - SuiteCommerce  
+1 (305) 501 2315 | dfernandez@netsuite.com

---

**From:** "Matthew W. DeLauro" <mwdelauro@netsuite.com>  
**Date:** Friday, December 4, 2015 at 4:15 PM  
**To:** "Ganesan, Subu" <sganesan@netsuite.com>, "Murphy, Ryan" <rmurphy@netsuite.com>, Daniel Fernandez <dfernandez@netsuite.com>, "Schiller, Lawrence" <lschiller@netsuite.com>  
**Subject:** RE: Grouse River time entry

Jesus. Even if we get an overage like this approved and delivery based on our current availability, is there any chance of making them happy??

**Matthew W. DeLauro**  
Director, Professional Services  
NetSuite, Inc.  
[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)  
650-627-2584 (O)  
512-945-6002 (M)



**NetSuite:** Where Business is Going

**From:** Ganesan, Subu  
**Sent:** Friday, December 04, 2015 1:14 PM  
**To:** Matthew W. DeLauro <mwdelauro@netsuite.com>; Murphy, Ryan <rmurphy@netsuite.com>; Fernandez, Daniel <dfernandez@netsuite.com>; Schiller, Lawrence <lschiller@netsuite.com>  
**Subject:** RE: Grouse River time entry

I wasn't in NetSuite when this started happening but reasons include

- Selling products that should not be sold
- No integration between the products and no processes to ensure that we will make gaps work
- Promising a 4 1/2 month omni-channel impl. The client said it's not possible, but it seems sales said
- Job released to PS with a PS Active date in past

The previous Vertical Leads were well aware of the additional time and there was a go-ahead to keep working.

**From:** Matthew W. DeLauro  
**Sent:** Friday, December 04, 2015 2:08 PM

*aptus*  
COURT REPORTING

Exhibit: 45  
Witness: Chavira  
Date: 9/6/18

**EXHIBIT 45**

CONFIDENTIAL

ORCLGRO00042992

**To:** Ganesan, Subu <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>; Murphy, Ryan <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>; Fernandez, Daniel <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>; Schiller, Lawrence <[lschiller@netsuite.com](mailto:lschiller@netsuite.com)>

**Subject:** RE: Grouse River time entry

How in the hell does something like this wind up happening?

**Matthew W. DeLauro**

Director, Professional Services

NetSuite, Inc.

[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)

650-627-2584 (O)

512-945-6002 (M)



**NetSuite:** Where Business is Going

**From:** Ganesan, Subu

**Sent:** Friday, December 04, 2015 1:07 PM

**To:** Murphy, Ryan <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>; Matthew W. DeLauro <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>; Fernandez, Daniel <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>; Schiller, Lawrence <[lschiller@netsuite.com](mailto:lschiller@netsuite.com)>

**Subject:** Grouse River time entry

Ops is working on the extension. The battle later is going to be to get Grouse River sign the extension (they made a big deal out of it for a few months the last time)

But the overage needed is much more. If we book all the time to the job (and not using VL utilization equivalent job) then-

Q2 time entry is 323.75

Plus Q3 time entry = 29 hours

Plus Roughly 70-75 hours need to be booked on the remainder on this 100 hours job (about 50 is for SCA team)

So, net-net this 100 hour job needs to be converted into a 430 hour job.

Overage needed = 330 hours

Let's get the overage approved in parallel if that's the route we are going with.

Copying Larry as his team needs to book time too.

Thanks.

**From:** Murphy, Ryan

**Sent:** Friday, December 04, 2015 1:47 PM

**To:** Matthew W. DeLauro <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>; Fernandez, Daniel <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>; Ganesan, Subu <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>

**Subject:** RE: Example - Week of 5/3/15

In addition – this SOW came in dead on arrival as the expiration date had passed before job was created.

Subu – Are we going to get the Extension signed?

Thx  
Ryan

---

**From:** Matthew W. DeLauro

**Sent:** Friday, December 04, 2015 11:22 AM  
**To:** Fernandez, Daniel; Murphy, Ryan; Ganesan, Subu  
**Subject:** RE: Example - Week of 5/3/15  
**Importance:** High

So does that mean we need an overage for  $177 - 97.5 = 79.5$  hours or for **177 more hours**?

**Matthew W. DeLauro**  
Director, Professional Services  
NetSuite, Inc.  
[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)  
650-627-2584 (O)  
512-945-6002 (M)



**NetSuite:** Where Business is Going

**From:** Fernandez, Daniel  
**Sent:** Friday, December 04, 2015 12:19 PM  
**To:** Matthew W. DeLauro <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>; Murphy, Ryan <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>; Ganesan, Subu <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>  
**Subject:** Re: Example - Week of 5/3/15

Yes, an overage needs to be approved. The current job, processed through CAR, has 97.5 hours left and we need to log 177 hours of work done for free for Grouse River.

Daniel Fernandez | Delivery Manager - SuiteCommerce  
+1 (305) 501 2315 | [dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)

---

**From:** "Matthew W. DeLauro" <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>  
**Date:** Thursday, December 3, 2015 at 3:59 PM  
**To:** "Murphy, Ryan" <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>, Daniel Fernandez <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>, "Ganesan, Subu" <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>  
**Subject:** RE: Example - Week of 5/3/15

Daniel,  
What is required here. Are we needing an overage approved?

**Matthew W. DeLauro**  
Director, Professional Services  
NetSuite, Inc.  
[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)  
650-627-2584 (O)  
512-945-6002 (M)



**NetSuite:** Where Business is Going

**From:** Murphy, Ryan  
**Sent:** Thursday, December 03, 2015 10:38 AM  
**To:** Fernandez, Daniel <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>; Ganesan, Subu <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>



**Cc:** Matthew W. DeLauro <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>

**Subject:** RE: Example - Week of 5/3/15

For any ecomm related entries, Matt is going to have to drive this via Brian. I have emailed both Brian and Pat numerous times with no response.

---

**From:** Fernandez, Daniel

**Sent:** Thursday, December 03, 2015 5:49 AM

**To:** Ganesan, Subu; Murphy, Ryan

**Cc:** Matthew W. DeLauro

**Subject:** Re: Example - Week of 5/3/15

Ryan,

We really need to get those hours in for Dec so let me know if you need anything else from my side.

Thanks,

Daniel

Daniel Fernandez | Delivery Manager - SuiteCommerce

+1 (305) 501 2315 | [dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)

---

**From:** "Ganesan, Subu" <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>

**Date:** Tuesday, December 1, 2015 at 11:08 PM

**To:** "Murphy, Ryan" <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>

**Cc:** "Matthew W. DeLauro" <[mwdelauro@netsuite.com](mailto:mwdelauro@netsuite.com)>, Daniel Fernandez <[dfernandez@netsuite.com](mailto:dfernandez@netsuite.com)>

**Subject:** FW: Example - Week of 5/3/15

Ryan,

I am resending this email with updated time for SCA team for Grouse River in Q2. The attachments are for Grouse River and Rally House projects.

When previously submitted, there was miscommunication with SCA team's time. Those have been corrected in the Q2 spreadsheet. Please note that the issues worked by SCA team included ones from the \$0 SOW, support issues and some directed by Dinesh to take up.

Daniel,

Please have a quick look and make sure this looks fine.

Thanks,

Subu

**From:** Ganesan, Subu

**Sent:** Tuesday, October 13, 2015 5:40 PM

**To:** Ryan Murphy ([rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)) <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>

**Subject:** FW: Example - Week of 5/3/15

Ryan,

If you can pls send a reminder to Pat, that will be great.

Thanks.

**From:** Ganesan, Subu

**Sent:** Tuesday, October 06, 2015 11:47 PM

To: Merell Pat <[pmerell@netsuite.com](mailto:pmerell@netsuite.com)>  
 Cc: Murphy, Ryan <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>  
 Subject: RE: Example - Week of 5/3/15

Pat-

There was a concern expressed that the time submitted for POS and SCA teams were high previously-- Larry scaled down for the POS team. The one pointed out below is from the SCA team and I am following up with Daniel Fernandez to clarify from Pablo Dacoll (who is on vacation till 10/19). There probably is some confusion about the time. SCA team had the most amount of work that had to be executed, and they did put in a lot of effort. But yes, the time reported needs to be clarified.

- I confirmed with Rally House PM (Hans Sommer) that time entries are accurate (email attached). They are not broken down by day, but by week
- On Grouse River, I would recommend proceeding with time entries for resources other than SCA team, based on the summary tab. SCA team's time entry can be revisited once there is clarification.

Considering there is a spiff for Q4, awarding utilizations in Q3 would be a preferred approach where possible.

Thanks,  
 Subu

From: Merell Pat  
 Sent: Monday, October 05, 2015 8:07 PM  
 To: Ganesan, Subu <[sganesan@netsuite.com](mailto:sganesan@netsuite.com)>  
 Cc: Murphy, Ryan <[rmurphy@netsuite.com](mailto:rmurphy@netsuite.com)>  
 Subject: FW: Example - Week of 5/3/15

Subu – In attempting to get help from PS Ops (to setup the jobs for the Goose River and RH CARs), some interesting questions were raised. There are conflicting time entries on the dates you provided for time spent on Goose River and RH. These need to be reconciled before entering any time against these CARs. We need a detailed breakdown of the hours worked on these jobs that doesn't conflict with other time entries. Please do not entry these hours until we have that.

Thanks,

Pat

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From: Miller, Heather  
 Sent: Friday, October 02, 2015 6:49 AM  
 To: Merell Pat  
 Subject: Example - Week of 5/3/15

Disconnect...?

The spreadsheet you gave me has these for that week:

Name	Date	Hrs	
Duplicate Meta tag	5/5/2015	12	12
Broken SEO engine	5/6/2015	8	8
Related Items - Upsell	5/5/2015	6	6
Footer Section - Enhanced Page - Not working	5/5/2015	5	5

Activities Leads Opportunities Customers Reports Documents Setup Sales Tools Subscription Billing CM Dashboard SW-West PS Dashboard PS Forecasts Support NSWeb Sales Tools

### Weekly Time Tracking

Save & New Cancel Reset Prev Week Next Week

Customer Form  
PS Time Tracking Form -

EMPLOYEE \*  
Dacell, Pablo

DATE \*  
5/8/2015

☐ SUPERVISOR APPROVAL  
SUPERVISOR  
Rafael

SUN MON TUE WED THU FRI SAT TOTAL

Enter Time View Time \*

Customer/Job	Task	Service Item	Payroll Item	Sun, 7	Mon, 8	Tue, 9	Wed, 10	Thu, 11	Fri, 12	Sat, 13	Total
100750 Briggs Healthcare - Briggs Healthcare - NetSuite Time & Material - NEW - SCA - DF	SuiteCommerce Project Management	NetSuite Time & Material - NEW	Net Payroll Time Item	1.00			1.00		1.00		3.00
100000 Private Industries - Private Industries - NS TRM - SCA - DF	SuiteCommerce Project Management	NetSuite Time & Material - NEW	Net Payroll Time Item	2.00	2.00	2.00	2.00	2.00			12.00
100000 General Dynamics - General Dynamics - NS TRM - SCA - DF	SuiteCommerce Project Management	NetSuite Time & Material - NEW	Net Payroll Time Item	1.00	1.00	1.00	1.00	1.00			5.00
100000 Winama Sonoma Singapore Pte Ltd - Winama Sonoma - NetSuite Time & Material - NEW - SCA - DF	3.3 Project Manager	NetSuite Time & Material - NEW	Net Payroll Time Item	2.00	2.00	2.00	2.00	2.00			10.00
100000 Technology Technology - Consulting Time - SCA - DF	Project Management	Services - Implementation Services	Net Payroll Time Item				2.00				2.00
<b>Total</b>				6.00	6.00	5.00	6.00	7.00	6.00	0.00	31.00

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